

**FINAL**  
CITY COUNCIL  
CITY OF WICHITA  
KANSAS

City Council Meeting  
09:00 a.m. August 4, 2009

City Council Chambers  
455 North Main

**OPENING OF REGULAR MEETING**

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on July 28, 2009

---

**AWARDS AND PROCLAMATIONS**

- Proclamations  
  
National Clown Week  
National Night Out
- Awards  
  
ASE Certifications recognition

**I. PUBLIC AGENDA**

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Dan Claassen-Hangar development, Mid-Continent Airport.
2. Pat Lehman-(TO SPEAK UNDER NEW BUSINESS)

---

**COUNCIL BUSINESS**

**II. UNFINISHED COUNCIL BUSINESS**

None

**III. NEW COUNCIL BUSINESS**

1. Public Hearing and Request for Letter of Intent for Health Care Facilities Refunding and Improvement Revenue Bonds, Via Christi Health System, Inc.

RECOMMENDED ACTION: Close the public hearing and approve the Letter of Intent for Health care facilities refunding and Improvement Revenue Bonds for Via Christi in the amount not to exceed \$155,000,000 and approve the necessary signatures.

2. 2010/2011 Annual Operating Budget.

RECOMMENDED ACTION: Receive public comment on the 2010 Proposed Budget.

3. Trade Boards Membership.

RECOMMENDED ACTION: Place on first reading the simple ordinance and charter ordinance pertaining to Trade Boards membership.

4. EcoPartnership Resolution.

RECOMMENDED ACTION: Approve the resolution and authorize the issuance of the Letter of Intent.

5. Name Northwest Corner of Mt. Vernon and Bluff, Grandview Heights Park. (District III)

RECOMMENDED ACTION: Approve naming the Northwest Corner of Mt. Vernon and Bluff, Grandview Heights Park.

6. Lincoln Street Bridge and Dam Improvements. (Districts III and IV)  
**(PULLED PER CITY MANAGER)**

7. 119th Street West Improvement, between Kellogg and Maple. (District V)

RECOMMENDED ACTION: Approve the design concept starting with the partial acquisition of the subject properties, approve the right-of-way budget, place the ordinance on first reading and authorize the signing of State/Federal agreements as required.



8. Dry Creek Overflow Grant Application. (District V)

RECOMMENDED ACTION: Approve the agreement, sign the application, and authorize the necessary signatures.

(9:30 a.m. or soon thereafter)

9. Repair or Removal of Dangerous and Unsafe Structures. (District I)

<u>Property Address</u>	<u>Council District</u>
a. 2031 East 16th Street North	I
b. 1648 North Piatt	I
c. 647 South Sylvan	I

RECOMMENDED ACTION: Close the public hearing, adopt the resolutions declaring the buildings to be dangerous and unsafe structures, and accept the BCSC recommended actions to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structures. Any extensions of time granted to repair any structures would be contingent on the following: (1) All taxes have been paid to date, as of August 4, 2009; (2) the structures have been secured as of August 4, 2009 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of August 4, 2009, and will be so maintained during renovation.

10. Westar Electrical Rate Case - Intervention.

RECOMMENDED ACTION: File public comments expressing its concerns about the proposed rate consolidation and that the City Attorney be directed to intervene in the appropriate dockets and take necessary actions to protect the interests of the City and its citizens.

---

**COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES**

**PLANNING AGENDA**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

**IV. NON-CONSENT PLANNING AGENDA**

None

## **V. CONSENT PLANNING AGENDA**

1. \*VAC2009-00023 - Request to vacate the plattors' text to amend the uses allowed in platted reserves; generally located northeast of the 21st Street North and 151st Street West intersection.  
(3-mile ring subdivision jurisdiction)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

## **HOUSING AGENDA**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

## **VI. NON-CONSENT HOUSING AGENDA**

None

## **VII. CONSENT HOUSING AGENDA**

None

## **AIRPORT AGENDA**

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

## **VIII. NON-CONSENT AIRPORT AGENDA**

None

## **IX. CONSENT AIRPORT AGENDA**

1. \*ACT 3 Landside Utilities, Phase I, and Mid-Continent Drive Relocation - FAA Grant Application - Mid-Continent Airport.

RECOMMENDED ACTION: Approve the grant application and receipt of funds, and authorize the Director of Airports to sign all the documents related to the grant.

---

**COUNCIL AGENDA**

**X. COUNCIL MEMBER AGENDA**

None

**XI. COUNCIL MEMBER APPOINTMENTS**

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

---

**XII. CONSENT AGENDA (ITEMS 1 THROUGH 14A)**

1. Report of Board of Bids and Contracts dated July 3, 2009.

RECOMMENDED ACTION: Receive and file report; approve Contracts;  
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>New</u>	<u>2009</u>	<u>(Consumption off Premises)</u>
Pilomena Sadig	4SPS LLC	802 North West Street

\* General/Restaurant 50% or more gross revenue from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:

a. Preliminary Estimates. (See Attached.)

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

a. Storm Water Drain in Auburn Hills 7th Addition, south of Maple, east of 135th Street West. (District V)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Consideration of Street Closures/Uses.

- a. Closure of the Grove Street Railroad Crossing north of 29th Street North. (District I)
- b. Community Events – Woodland United Methodist Church 100th Anniversary. (District VI)
- c. Community Events - Wichita Flight Festival. (District II)
- d. Community Events - Unity NA Street Dance. (District IV)

RECOMMENDED ACTION: Approve street closure.

6. Design Services Agreement:

- a. Parkstone in College Hill Addition, north of Douglas, east of Hillside. (District II)-Supplemental

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

7. Change Orders:

- a. Victor and Rutan Paving in Parkstone Addition. (District II)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

8. Property Acquisitions:

- a. Partial Acquisition of 15000 Block West Moscelyn for the Goddard School 2nd Addition Sanitary Sewer Project, East of 167th Street and North of West Kellogg. (District V)
- b. Partial Acquisition of 953 South Greenwich for the Greenwich: Harry to Kellogg Improvement Project. (District II)
- c. Partial Acquisition of Vacant Land South of 3560 South Topeka for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (District III)
- d. Partial Acquisition of Vacant Land at 6002 South Minnesota for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (District III)
- e. Partial Acquisition of Vacant Land at 3560 South Topeka for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (District III)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

9. Minutes of Advisory Boards/Commissions

Board of Electrical Appeals, June 9, 2009

RECOMMENDED ACTION: Receive and file.

10. Acquisition by Dedication of a portion of Parcel located at the Southwest Quadrant of 47th Street South and I-135 for the I-135/47th Street South Interchange Project. (District III)

RECOMMENDED ACTION: Approve the Budget; approve the Contract to Convey a Permanent Easement and Grant Access Control; and authorize the necessary signatures.

11. Easement Encroachment Agreement. (District II)

RECOMMENDED ACTION: Approve the Agreement and authorize the necessary signatures.

12. Acquisition by Eminent Domain of Easements for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (District III)

RECOMMENDED ACTION: Adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real property and directing the City Attorney to file the appropriate proceedings in the District court to accomplish such acquisition.

13. Acquisition by Eminent Domain of a portion of 3432 and 3426 West 8th Street and 804 North Custer for the 9th Street Drainage Outfall Project. (District VI)

RECOMMENDED ACTION: Adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real property and directing the City Attorney to file the appropriate proceedings in the District court to accomplish such acquisition.

14. Second Reading Ordinances: (First Read July 28, 2009)  
a. (See Attached)

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

City of Wichita  
City Council Meeting  
August 4, 2009

**To:** Mayor and City Council

**Subject:** Public Hearing and Request for Letter of Intent for Health Care Facilities Refunding and Improvement Revenue Bonds (Via Christi Health System, Inc.)

**Initiated By:** Office of Urban Development

**Agenda:** New Business

**Recommendation:** Close the public hearing and approve the Letter of Intent for Health Care Facilities Refunding and Improvement Revenue Bonds.

**Background:** City Council has approved the issuance of Health Care Facilities Refunding and Improvement Revenue Bonds for Via Christ Health System, Inc. (“Via Christi”) in 1999 and 2001. Via Christi is requesting a one-year Letter of Intent to issue Health Care Facilities Refunding and Improvement Revenue Bonds in an amount not to exceed \$155,000,000 to refund certain previously issued outstanding bonds and to finance the construction of a new acute care hospital located at the Northeast corner of 151<sup>st</sup> Street West and 21<sup>st</sup> Street North, just outside of the City’s corporate limits.

**Analysis:** Via Christi is the parent corporation of a network of regional providers of not-for-profit health care services and provides a number of different health care services throughout the region. Via Christi also owns a number of subsidiary health care operations throughout Kansas and Oklahoma and owns Preferred Health Systems, a managed care organization that provide life and health insurance.

The proposed acute care hospital will be located at 21<sup>st</sup> Street North and 151<sup>st</sup> Street West and will consist of approximately 144,000 square feet. The project is expected to be completed in the summer of 2010. The hospital will include approximately 80 beds and provide acute services including emergency services, labor and delivery, inpatient and outpatient surgery and support services for patients and families. A 60,000 square foot office building for physician offices and physical rehabilitation space is planned for the future as part of the complex, but will not be financed by the proposed bonds.

<u>Uses of Funds</u>	
Refunding of Current Bonds	\$ 50,000,000
Construction of Project	\$ 53,300,000
Land Improvements	\$ 10,000,000
Furnishings, Machinery & Equipment	\$ 24,000,000
Bond Reserve	\$ 10,500,000
Contingency	\$ 4,900,000
Cost of Issuance	\$ 2,300,000
Total	\$ 155,000,000

Via Christi is requesting issuance of the bonds to help the system’s hospitals maintain and provide advanced services to residents of Wichita and visitors from throughout the region. Via Christi anticipates employment of 250 to 300 when the facility is fully operational.

**Financial Considerations:** Via Christi agrees to pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual IRB administrative fee for the term of the bonds. Via Christi is not requesting a property tax abatement in conjunction with the issuance, the property is exempt by State statute based on exclusive use as a not-for-profit hospital. The bonds will be issued as tax-exempt bonds and underwritten by Morgan Stanley.

Wichita State University is conducting a cost-benefit analysis on the project. Results will be provided prior to the meeting.

**Goal Impact:** Economic Vitality and Affordable Living. Providing tax-exempt financing to not-for-profit health care providers ensures continued high-quality care for residents and visitors and provides opportunities for high-quality job creation.

**Legal Considerations:** The City's contract bond counsel, Kutak Rock, will serve as underwriter's counsel in this transaction. Due to this conflict of interest, the City solicited bids from local firms to serve as bond counsel. Triplett, Woolf & Garretson, LLC will be serving as the City's Bond Counsel in this issuance and will prepare bond documents needed for the issuance of the bonds. The Law Department will review and approve as to form all bond documents prior to the issuance of any bonds.

The public hearing held in conjunction with this item complies with the Tax Equity and Fiscal Responsibility Act ("TEFRA") hearing requirement in the federal tax code for issuance of tax-exempt bonds. Since the project site is currently located just outside the Wichita city limits, in unincorporated Sedgwick County, a second TEFRA hearing will be held before the Board of County Commissioners prior to issuance of the bonds. It is anticipated that the site will be annexed into the City of Wichita within a few years; however, annexation at this time would require an island annexation and is therefore not recommended.

**Recommendations/Actions:** It is recommended that the City Council close the public hearing and approve the Letter of Intent for Health Care Facilities Refunding and Improvement Revenue Bonds for Via Christi in the amount not to exceed \$155,000,000 and approve the necessary signatures.

**Attachments:** Letter of Intent Application

Application and Request for Letter of Intent  
to the City of Wichita, Kansas

For the Issuance of  
Health Care Facilities Refunding  
and Improvement Revenue Bonds

for the benefit of

Via Christi Health System, Inc.







**Via Christi**  
Health System

3720 E. Bayley  
Wichita, KS 67218

Tel 316-858-4935  
Fax 316-858-4187

Health System  
Finance Department

July 6, 2009

CITY OF WICHITA, KANSAS  
Attn: Mayor and Members of the City Council  
455 N. Main – City Hall  
Wichita, Kansas 67202

*Re: Proposed \$155,000,000 City of Wichita, Kansas  
Health Care Facilities Refunding and Improvement Revenue Bonds, Series 2009  
(Via Christi Health System, Inc.) (the "Bonds")*

Dear Mayor Brewer and Council Members:

This letter is to request approval by the governing body of the City of Wichita, Kansas (the "City") of a Letter of Intent to issue its Health Care Facilities Refunding and Improvement Revenue Bonds in one or more series in an amount not to exceed \$155,000,000. The proceeds of the proposed Bonds will be used for the purpose of providing funds to (i) refund certain bonds previously issued by the Issuer (the "Refunded Bonds") and (ii) purchase, acquire, construct and furnish a new acute care hospital facility to be located at the Northeast corner of 151<sup>st</sup> Street West and 21<sup>st</sup> Street North, just to the west of the City's existing corporate limits (the "Project") to be leased to Via Christi Regional Medical Center, Inc.

1. Name and Address of Applicant.

Via Christi Health System, Inc.  
3720 E. Bayley  
Wichita, Kansas 67218  
Telephone: (316) 858-4933  
Attention: David R. Hadley, Senior Vice President & Chief Financial Officer

2. A General Description of the Nature of the Business of the Proposed Beneficiaries.

Via Christi Health System, Inc. ("Via Christi") is the parent corporation of a network of regional providers of not-for-profit health care services, including acute care, senior care and rehabilitative services provided by subsidiaries and affiliates throughout Kansas, including, but not limited to, Via Christi Regional Medical Center, Inc. (St. Francis and St. Joseph Campuses), Wichita, Kansas, Via Christi Rehabilitation Center, Inc., Wichita, Kansas and Mt. Carmel Medical Center, Inc., Pittsburg, Kansas. Via Christi, Via Christi Regional Medical Center, Inc.,

July 6, 2009

Page 2

Via Christi Rehabilitation Center, Inc. and Mt. Carmel Medical Center, Inc. (the “Obligated Group”) will bear all obligations under the proposed Bonds. The Applicant currently has subsidiary health care operations in Oklahoma and throughout Kansas and owns Preferred Health Systems, Inc., a managed care organization that operates a life and health insurance company, an HMO, a preferred provider organization (“PPO”), a third-party administrator for self-funded plans and other related physician and hospital network programs. The Applicant is a not-for-profit corporation co-sponsored by Marian Health System and Ascension Health. For more information about the current operations of Applicant, see its annual report for fiscal year ended September 30, 2008 provided herewith.

3. Key Officers and Employees of Proposed Beneficiaries.

The Board of Trustees of the Applicant presently consists of thirteen (13) voting members and one *ex officio* member. Their names, occupation, and expiration dates of their terms are as follows:

<b>NAME</b>	<b>OCCUPATION / ADDRESS</b>	<b>Term Expires (09/30)</b>
Gerald (Jerry) T. Aaron	Retired – Attorney Wichita, Kansas	2016
Kevin P. Conlin	President & CEO Via Christi Health System, Inc. Wichita, Kansas	<i>Ex Officio</i>
Sister M. Therese Gottschalk, SSM	President, Marian Health System President/CEO, St. John Health System Tulsa, Oklahoma	2010
Rev. Msgr. Robert E. Hemberger	Vicar General Catholic Diocese of Wichita Wichita, Kansas	2012
Sister Sherri Marie Kuhn, SSM, Secretary	Senior Vice President, Mission Integration Via Christi Regional Medical Center Wichita, Kansas	2010
Sister M. Martin (Marty) McEntee, CSJ	Congregation of St. Joseph Kokomo, Indiana	2016
Phillip R. Neff	Owner/Insurance Consultant PRN Consulting, Inc. Wichita, Kansas	2009
Sister Lois Ann O’Malley, CSJ	Spanish Teacher – KSU Sisters of St. Joseph of Wichita Manhattan, Kansas	2012
James C. Patton	Retired – Partner Ernst & Young Indianapolis, Indiana	2018

NAME	OCCUPATION / ADDRESS	Term Expires (09/30)
Jon D. Rahman, M.D.	System Vice President/Chief Medical Officer St. Vincent Health, Indianapolis, Indiana	2016
Sister M. Jeanine Retzer, SSM	Assistant Provincial, U.S./Caribbean Province Sisters of the Sorrowful Mother, Oshkosh, WI	2017
David L. Strohm, Chairman	President TrueNorth Inc., Wichita, Kansas	2012
Anthony R. Tersigni, Ed.D, FACHE	President & CEO Ascension Health, St Louis, Missouri	2016
Donald A. Wilson	Healthcare Consultant Topeka, Kansas 66610-1411	2016

Key officers and employees of the Applicant include the following:

*VIA CHRISTI HEALTH SYSTEM, INC.*

Kevin P. Conlin, President and Chief Executive Officer  
David R. Hadley, Sr. Vice President and Chief Financial Officer

Key officers and employees of the Applicant's subsidiary/affiliate members of the Obligated Group include the following:

*VIA CHRISTI REGIONAL MEDICAL CENTER, INC.*

Michalene Maringer, President and Chief Executive Officer

*MT. CARMEL MEDICAL CENTER, INC.*

Jonathan S. Davis, President and Chief Executive Officer

*VIA CHRISTI REHABILITATION CENTER, INC.*

Cindy LaFleur, Administrator

4. A General Description of the Proposed Project and its Specific Location.

Proceeds from the issuance of the proposed Bonds will be used to acquire, design, construct and equip a new general hospital comprising the newest campus of the Medical Center which will be located on the west side of Wichita, Kansas.

The Project will consist of a 144,000 square-foot hospital located on a 120-acre site near 21<sup>st</sup> Street North and 151<sup>st</sup> Street West. Construction on the Project is expected to be complete in

the summer of 2010. The Project will include forty-eight medical/surgical beds, twelve universal beds, four labor and delivery suites, eight post-partum beds, six operating suites (including two inpatient, two outpatient and two gastrointestinal), a cardiac cath laboratory, full modality imaging, an emergency department with four acute and five fast track bays, a laboratory, a pharmacy, dietary services, business offices, admitting areas and a prominently placed chapel easily accessible to patients, families and the neighboring community.

The Project includes adjacent parking, as well as all furniture, equipment and fixtures to be located therein and thereon.

A 60,000 square-foot medical office building to house physician offices, physical rehabilitation services, durable medical equipment retail space and hospital administrative space is planned for the future, but is not a part of the Project to be paid from the proceeds of the proposed Bonds. The medical office building will ultimately be attached to the ground level of the hospital.

5. The Dollar Amount of the Bonds Requested.

The total principal amount of the Bonds requested is \$155,000,000.

6. A Detailed Breakdown of the Estimated Costs.

It is anticipated that the proceeds from the sale of the proposed Bonds will be applied substantially as follows:

Refunding of Refunded Bonds	\$50,000,000
Construction of the Project	\$53,300,000
Land Improvements	\$10,000,000
Furnishings, Machinery & Equipment	\$24,000,000
Bond Reserve	\$10,500,000
Contingency	\$ 4,900,000
Costs of Issuance	\$ 2,300,000
<hr/>	
TOTAL	\$155,000,000

7. Name and Address of Proposed Counsel to be Utilized In Connection with the Issuance of the Bonds.

City's Bond Counsel

Triplett, Woolf & Garretson, LLC  
Attention: J. T. Klaus  
2959 North Rock Road, Suite 300  
Wichita, Kansas 67226  
Telephone: (316) 630-8100  
Facsimile: (316) 630-8101  
E-mail: [jtklaus@twgfirm.com](mailto:jtklaus@twgfirm.com)

Applicant's Counsel

Via Christi Health System, Inc.  
3720 E. Bayley  
Wichita, Kansas 67218  
Attn: Gary E. Knight, Vice President  
Legal Affairs and General Counsel  
Telephone: (316) 858-4923  
Facsimile: (316) 858-4189  
E-mail: [gary\\_knight@via-christi.org](mailto:gary_knight@via-christi.org)

8. A Statement Relative to Ad Valorem Taxes.

The Applicant is not requesting any ad valorem property tax exemption in connection with the Bonds. Applicant acknowledges that the property purchased with the proceeds of the Bonds should be exempt from ad valorem property taxation by virtue of its regular and exclusive use for not-for-profit hospital purposes.

9. Administrative Service Fee Agreement.

The Applicant agrees to make a payment to the City to reimburse the City for administrative costs in the amount of \$2,500 per year commencing one year after the delivery of the bonds. In addition, the Applicant will pay all costs of the City relative to the issuance of the Bonds.

10. Brief Statement With Respect to Benefits.

Via Christi Health System, through its subsidiary/affiliates is committed to providing the best, most comprehensive, health care services in this region. The refunding of the Bonds and financing of new projects will help the System's affiliate hospitals maintain and provide technologically advanced services for a healthier community and will continue to draw patients, visitors and residents to the Applicant's facilities in Wichita from across Kansas and throughout the region. Furthermore, employees in the health care services field tend to be some of the most highly skilled and profession based employees in any field in the community or in this region.

Via Christi and its affiliates expect to employ between 250 and 300 employees at the Project once the facility is fully operational. In addition to jobs directly attributable to the Project, the Project will provide economic growth by supplying work to local construction companies, builders and subcontractors.

11. Brief Statement Relative to the Effects of the Proposed Expansion on the Ambient Air Quality of the City of Wichita and Sedgwick County.

The proposed expansion will have no effect on the ambient air quality of the City and Sedgwick County, nor are there any other anticipated adverse environmental effects. The Applicant will agree to comply with the City's policies and requirements relating to environmental matters.

12. A Brief Statement With Respect to Equal Employment Opportunity.

The Applicant will comply with all policies of the City with respect to equal employment opportunity.

13. Arrangements for Sale of the Bonds.

It is anticipated that the sale of the Bonds will be underwritten by Morgan Stanley, New York, New York. A statement of intent provided by Morgan Stanley is included as **Exhibit "A."**

14. Financial Information.

A copy of the Applicant's audited financial statements and accompanying report for fiscal years ended September 30, 2008 and 2007 has been provided under separate cover.

15. Cost/Benefit Analysis.

Applicant has forwarded a completed Firm Data Sheet and a check for the appropriate fee to be submitted to the Wichita State University Center for Economic Development and Business Research for preparation of a cost/benefit analysis of the Project.

In order to permit Via Christi Health System to provide for the refunding of the Refunded Bonds and to finalize the financing for Project, it is requested at this time that the City Council authorize the Mayor to execute a Letter of Intent for and on behalf of the City whereby the City indicates its intent to issue not to exceed \$155,000,000 of its Hospital Facilities Refunding and Improvement Revenue Bonds for the purposes described herein. Applicant respectfully requests that such Letter of Intent be valid for a period of one year, so as to provide for the timely refunding of the Refunded Bonds and provide time for the appropriate structuring of the financing.

Applicant is aware that such a Letter of Intent is only an indication of the intent of the City to issue the proposed Bonds, to refund its previously issued bonds, and to assist in financing the expansion, and that such Letter of Intent is subject in all respects to the governing body's final approval of the terms and provisions of a Bond Ordinance, Indenture, Lease, Guaranty and other related documents. However, upon issuance of such Letter of Intent, Applicant is prepared to proceed in reliance thereon. Should there be any further questions or information which the City may require in evaluating this application, we will be most happy to discuss such matters.

July 6, 2009  
Page 7

Upon issuance of such Letter of Intent, Applicant is prepared to proceed in reliance thereon. Should there be any further questions or information which the City may require in evaluating this application, we will be most happy to discuss such matters.

Respectfully submitted,

VIA CHRISTI HEALTH SYSTEM, INC.

A handwritten signature in black ink, appearing to read 'David R. Hadley', with a stylized flourish at the end.

David R. Hadley, Senior Vice President  
and Chief Financial Officer

# Memorandum

Morgan Stanley

Public Finance  
1221 Avenue of the Americas, 30<sup>th</sup> Floor  
New York, New York 10020

July 6, 2009

CITY OF WICHITA, KANSAS  
Attn: Mayor and Members of the City Council  
455 N. Main – City Hall  
Wichita, Kansas 67202

Re: *Proposed \$155,000,000  
City of Wichita, Kansas  
Health Care Facilities Refunding and Improvement Revenue Bonds,  
Series 2009  
(Via Christi Health System, Inc.) (the "Bonds")*

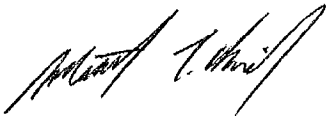
Honorable Mayor and Council:

This letter will confirm the privilege of our engagement by Via Christi Health System, Inc. to use its commercially reasonable efforts to structure and arrange the proposed offering and sale of the above-referenced Bonds to be issued by the City of Wichita, Kansas.

This letter is neither an express nor an implied commitment by Morgan Stanley & Co. Incorporated or any of its respective affiliates to act in any capacity in any such transaction, to provide financing or to purchase or place any Bonds or other securities and that any such agreement shall exist only if and to the extent the parties enter into a definitive bond purchase agreement or other applicable agreement.

Very truly yours,

MORGAN STANLEY & CO. INCORPORATED



Matthew T. Kirschner  
*Executive Director*

Cc: Via Christi Health System, Inc.



City of Wichita  
City Council Meeting  
August 4, 2009

**TO:** Mayor and City Council  
**SUBJECT:** 2010/2011 Annual Operating Budget  
**INITIATED BY:** Department of Finance *Lelly Carpenter*  
**AGENDA:** New Business

---

**Recommendation:** Receive public comment.

**Background:** The 2010 – 2011 Proposed Budget has been developed over the past several months based on input from the public and direction from the City Council. Public input has included District Advisory Board meetings and community meetings. Council direction has included workshop presentations. On July 10, 2009, the City Manager's Proposed Budget was released. The City Manager officially presented the budget to the City Council on July 21, 2009. On that date, a public hearing was held and the City Council approved the publication of required budget notices, and set the official budget adoption date (as required by state statute) as August 11, 2009. The proposed budget calendar is summarized below:

- ü April – District Advisory Board meetings
- ü June 9 – Workshop presentation
- ü June 23 – Workshop presentation
- ü July 1 - Community meeting to discuss the budget
- ü July 10 - Release of the 2010 – 2011 Budget
- ü July 21 - Official presentation of the proposed operating budget to the City Council; receive public comment; authorization of the publication notice
- ü August 4 – Receive public comment
- ü August 11 – Official public hearing; adoption of the 2010 Annual Budget

**Analysis:** The local operating budget totals approximately \$498 million (which does not include internal service funds, capital projects, grant funds, trust funds or interfund transfers).

**Financial Considerations:** The proposed budget would require a mill levy estimated at 32.056 mills (23.556 for the General Fund and 8.500 for the Debt Service Fund), based on the estimated assessed valuation provided by the Sedgwick County appraiser and the taxes levied in the budget. The total estimated mill levy is unchanged from the 2009 mill levy.

**Goal Impact:** The 2010 Proposed Budget impacts all goal areas.

**Legal Considerations:** To comply with State law, the City of Wichita must hold two public hearings, one to set the maximum levy (which occurred on July 21, 2009) and one to adopt the budget (scheduled for August 11, 2009).

**Recommendation/Action:** It is recommended that the City Council receive public comment on the 2010 Proposed Budget.

**City of Wichita  
City Council Meeting  
August 4, 2009**

**TO:** Mayor and City Council Members

**SUBJECT:** Trade Boards Membership

**INITIATED BY:** City Council

**AGENDA:** New Business

---

**Recommendation:** Place on first reading the ordinances amending the membership of the Trade Boards.

**Background:** The membership of the Board of Appeals of Plumbers and Gas Fitters, the Board of Electrical Appeals, and the Board of Appeals of Air Conditioning, Refrigeration and Warm Air Heating (collectively the “Trade Boards”) has been amended from time to time to reflect the licensing requirements for the trades. The ordinances have also been amended to add public (at-large) members to the boards. In addition, the Council adopted an ordinance amendment in 2003 to exempt appointments to these boards (and Board of Code Standards and Appeals) from the general City residency requirements for City boards and commissions.

The City has used its Home Rule authority to charter out of the organization mandated by State Statute for a Board of Appeals of Plumbers and Gas Fitters. The other boards are established by local ordinance.

On July 21, 2009, the City Council requested that Staff present ordinances to provide for the expansion of the Trade Boards by the addition of residential and commercial general contractor members.

**Analysis:** The proposed ordinance amendments would increase the size of the designated Trade Boards to nine members, with one new member holding a residential contractor’s license (Contractor’s Class B or C) and one holding a commercial general contractor’s license (Class A).

The ordinance for the Board of Electrical Appeals and the Board of Appeals of Air Conditioning, Refrigeration and Warm Air Heating will be effective upon adoption by the Council and publication. The charter ordinance for the Board of Appeals of Plumbers and Gas Fitters must go through the Home Rule process and will be effective after adoption, publication and a 60 day protest period. As with the existing seven members, these additional members would be appointed by the Mayor with the approval of the City Council for the remainder of the two year term that began July 1, 2009.

**Financial Considerations:** The direct financial impact will be minimal. There will be costs for publication of the ordinance and for copy and mailing costs for the additional board members.

**Goal Impact:** Modifying the membership of boards and commissions affects Economic Vitality through economic development.

**Legal Considerations:** The ordinances have been drafted and approved as to form by the Law Department. The charter ordinance requires approval by 2/3 (five) of the Council and would be effective 61 days after adoption and publication as required by law.

**Recommendations/Actions:** Place on first reading the simple ordinance and charter ordinance pertaining to Trade Boards membership.

**Attachments:**

Charter ordinance  
Ordinance

PUBLISHED IN THE WICHITA EAGLE August 14, 2009 and August 21, 2009

**CHARTER ORDINANCE NO. 211**

A CHARTER ORDINANCE OF THE CITY OF WICHITA, KANSAS, RELATING TO THE MEMBERSHIP OF THE BOARD OF APPEALS OF PLUMBERS AND GAS FITTERS; AND AMENDING SECTION 1 OF CHARTER ORDINANCE NO. 197 AND REPEALING THE ORIGINAL OF SAID SECTION

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS,

SECTION 1. Section 1 of Charter Ordinance No. 197, amending Section 4 of Charter Ordinance 106, amending Section 2 of Charter Ordinance 60 of the City of Wichita, is hereby amended to read as follows:

“There is hereby authorized a Board of Appeals of Plumbers and Gas Fitters, which shall consist of nine members and the Superintendent of Central Inspection or the Superintendent of Central Inspection’s representative who shall serve as secretary and the Environmental health Director or his/her designee who shall serve in an advisory capacity to said board and perform such services as board may require. Said board shall consist of the following:

- One (1) member, who shall hold a master plumber’s certificate;
- One (1) member, who shall hold a minimum journeyman plumber’s certificate;
- One (1) member, who shall hold a mechanical engineer’s license;
- One (1) member, who is a licensed mechanical contractor;
- One (1) member, who shall hold a master lawn sprinkler installer certificate;
- One (1) member, who is a licensed plumbing contractor;
- One (1) member who shall hold a contractor’s license for residential buildings (contractor’s class B or C or equivalent as may be amended from time to time);
- One (1) member who shall hold a general contractor’s license (Class A or equivalent as may be amended from time to time);\_and
- One (1) member, from the public-at-large.

The Mayor, with the approval of the City Council, shall appoint members to the board for such terms as shall be established by ordinance.”

SECTION 2. The original of Section 1 of Charter Ordinance No. 197 is hereby repealed.

SECTION 3. This ordinance shall be published once each week for two consecutive weeks in the official City paper.

SECTION 4. This is a charter ordinance and shall take effect sixty-one days after final publication unless a sufficient petition for a referendum is filed and a referendum held on the ordinance as provided in Article 12, Section 5, Subsection (c)(3) of the Constitution of the State of Kansas, in which case the ordinance shall become effective if approved by a majority of the electors voting thereon.

PASSED BY THE GOVERNING BODY, not less than two-thirds of the members-elect voting in favor thereof this date, August 11, 2009.

---

Carl Brewer, Mayor

ATTEST:

---

Karen Sublett, City Clerk

Approved as to form:

---

Gary E. Rebenstorf, Director of Law

(First published in The Wichita Eagle, \_\_\_\_\_)

Ordinance No. 48-401

AN ORDINANCE PERTAINING TO THE MEMBERSHIP OF CERTAIN TRADE  
BOARDS, AMENDING SECTIONS 19.04.040 AND 22.04.140 OF THE CODE OF  
THE CITY OF WICHITA; AND REPEALING THE ORIGINALS OF SAID  
SECTIONS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA,  
KANSAS:

SECTION 1. Section 19.04.040 of the Code of the City of Wichita is hereby amended to  
read as follows:

**Sec. 19.04.040. Board of electrical appeals--Composition.**

There is authorized a board of electrical appeals which shall consist of the construction inspection  
supervisor -- electrical and elevator section, who shall be secretary of the board, and the following  
nine members:

- (1) Two members who shall hold master electrician's certificates as provided in this title;
- (2) Two members who shall hold journeyman electrician's certificates as set forth in this title;
- (3) A professional electrical engineer duly registered and certified as such by the state;
- (4) One public-at-large member;
- (5) One member who has an electrical elevators certificate as set forth in this title;
- (6) One member who shall hold a contractor's license for residential buildings (contractor's class  
B or C); and
- (7) One member who shall hold a general contractor's license (class A).

Vacancies on the board shall be filled by appointment by the mayor with the approval of the city  
council for such terms as shall be established by ordinance. The board shall elect its own  
chairman and make such rules as are necessary for the conduct of its business.

SECTION 2. Section 22.04.140 of the Code of the City of Wichita is hereby amended to read as follows:

**Sec. 22.04.140. Board of appeals--Created; composition.**

There shall be and is authorized in the city a board of appeals of air conditioning, refrigeration and warm air heating, which shall consist of the superintendent of central inspection or his duly authorized representative, who shall serve as secretary of the board, and nine other members, as follows:

- (1) A refrigeration contractor;
- (2) A journeyman heating and air conditioning mechanic;
- (3) A boiler contractor;
- (4) A master air conditioning and warm air heating contractor;
- (5) A journeyman boiler;
- (6) A public at large;
- (7) A mechanical engineer
- (8) One member who shall hold a contractor's license for residential buildings (contractor's class B or C); and
- (9) One member who shall hold a general contractor's license (class A).

SECTION 3. Section 22.04.150 of the Code of the City of Wichita is hereby amended to read as follows:

**Sec. 22.04.150. Board of appeals--Qualifications and appointment of members.**

The contractor and journeyman members of board of appeals shall, in the first instance, be those who have been established in their respective business so as to be qualified to obtain their certificates and licenses as provided in Section 22.04.200 or Chapter 18.12. The mechanical engineer and architect members shall be licensed by the state to engage in business in their respective fields and be independently engaged in business and not in the employ of an air



conditioning, refrigeration or warm air heating contractor. All members shall be appointed by the mayor and approved by the city council members.

SECTION 4. The originals of Sections 19.04.040, 22.04.140 and 22.040.150 of the Code of the City of Wichita are hereby repealed.

SECTION 5. This ordinance shall be effective upon its passage and publication once in the official city newspaper.

PASSED AND ADOPTED BY THE GOVERNING BODY, this day

\_\_\_\_\_.

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney

DELINEATED

PUBLISHED IN THE WICHITA EAGLE \_\_\_\_\_ and \_\_\_\_\_

**CHARTER ORDINANCE NO. \_\_\_\_\_**

A CHARTER ORDINANCE OF THE CITY OF WICHITA, KANSAS, RELATING TO  
THE MEMBERSHIP OF THE BOARD OF APPEALS OF PLUMBERS AND GAS  
FITTERS; AND AMENDING SECTION 1 OF CHARTER ORDINANCE NO. 197 AND  
REPEALING THE ORIGINAL OF SAID SECTION

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA,  
KANSAS,

SECTION 1. Section 1 of Charter Ordinance No. 197, amending Section 4 of Charter  
Ordinance 106, amending Section 2 of Charter Ordinance 60 of the City of Wichita, is hereby  
amended to read as follows:

“There is hereby authorized a Board of Appeals of Plumbers and Gas Fitters, which shall  
consist of nine ~~seven~~ members and the Superintendent of Central Inspection or the  
Superintendent of Central Inspection’s representative who shall serve as secretary and the  
Environmental health Director or his/her designee who shall serve in an advisory capacity to said  
board and perform such services as board may require. Said board shall consist of the following:

- One (1) member, who shall hold a master plumber’s certificate;
- One (1) member, who shall hold a minimum journeyman plumber’s certificate;
- One (1) member, who shall hold a mechanical engineer’s license;
- One (1) member, who is a licensed mechanical contractor;
- One (1) member, who shall hold a master lawn sprinkler installer certificate;
- One (1) member, who is a licensed plumbing contractor;
- One (1) member who shall hold a contractor’s license for residential buildings  
(contractor’s class B or C or equivalent as may be amended from time to time);
- One (1) member who shall hold a general contractor’s license (Class A or equivalent as  
may be amended from time to time); and
- One (1) member, from the public-at-large.

The Mayor, with the approval of the City Council, shall appoint members to the board for such terms as shall be established by ordinance.”

SECTION 2. The original of Section 1 of Charter Ordinance No. 197 is hereby repealed.

SECTION 3. This ordinance shall be published once each week for two consecutive weeks in the official City paper.

SECTION 4. This is a charter ordinance and shall take effect sixty-one days after final publication unless a sufficient petition for a referendum is filed and a referendum held on the ordinance as provided in Article 12, Section 5, Subsection (c)(3) of the Constitution of the State of Kansas, in which case the ordinance shall become effective if approved by a majority of the electors voting thereon.

PASSED BY THE GOVERNING BODY, not less than two-thirds of the members-elect voting in favor thereof this date, \_\_\_\_\_.

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to form:

---

Gary E. Rebenstorf, Director of Law

City of Wichita  
City Council Meeting  
Aug. 4, 2009

**TO:** Mayor and City Council

**SUBJECT:** EcoPartnership Resolution

**INITIATED BY:** City Manager's Office

**AGENDA:** New Business

---

**Recommendation:** Approve the resolution.

**Background:** The City of Wichita entered into an EcoPartnership with the city of Wuxi, China, in December 2008. The resolution on the Council agenda for Aug. 4 represents the next step in the development of this partnership. Wichita and Wuxi were selected as one of only seven EcoPartnerships nationwide sanctioned by the U.S. Department of Treasury. The resolution identifies the areas of emphasis for the development of the partnership. The resolution, along with a Letter of Intent to be signed by Mayor Carl Brewer, will be presented to a visiting delegation of Wuxi officials on Aug. 10. A resolution of support from the Kansas Senate will also be presented. The original Letter of Intent, signed in December 2008, identified the minimum requirements for the first two years of the EcoPartnership, described as Level 1. The expectation of the City of Wichita is to continue the EcoPartnership for a 10-year period, expanding the economic and environmental opportunities identified throughout the process, thus necessitating an expanded Letter of Intent.

**Analysis:** The exchange of resolutions and Letters of Intent is a very significant action in the development of the EcoPartnership. The goal of the EcoPartnership program is to facilitate the cooperative relationship between the EcoPartners for sharing of best practices to demonstrate new models for sustainable economic growth and advanced energy security, as well as for economic and environmental sustainability. These formal exchanges help set the tone for substantive discussion between the two cities that is expected to lead to economic opportunities for both communities. Further, the exchange of Best Practices in the areas of energy and the environment will create positive relationships that will not only benefit our local community, but the state, national and international community as well. Potential specific benefits include enhanced public relations and good will between the two communities, national and global recognition, a competitive advantage for the EcoPartners, enhanced foreign relations with China, export sales opportunities for Wichita companies, foreign direct investment opportunities, and cross-over benefits to other industries.

**Financial Considerations:** The Kansas World Trade Center is providing a significant portion of in-kind support in its role as project supervisor, and absorbed initial cash outlays of approximately \$2500. Additional financial support will be solicited from private and grant sources. The City of Wichita has made no financial commitment for additional program and/or staff requirements. However, the City of Wichita has taken responsibility for additional costs for security, transit and gifts associated with the Wuxi visit, an estimated \$3,312.

**Goal Impact:** On January 4, 2006, the City Council adopted five (5) goals for the City of Wichita. The EcoPartnership project is consistent with the goals of 1) Promote Economic Vitality and Affordable Living, 2), Ensure Efficient Infrastructure, and 3) Enhance Quality of Life.

**Legal Considerations:** As stated in the Letter of Intent, no legal binding or mandatory obligations or agreements are associated with this action.

**Recommendation/Action:** It is recommended that the City Council approve the resolution and authorize the issuance of the Letter of Intent.

**Attachments:** Resolution and Letter of Intent

**RESOLUTION 09-259**

**A RESOLUTION OF THE CITY OF WICHITA, KANSAS, SUPPORTING THE  
ENHANCEMENT OF ECOPARTNERSHIP WITH THE CITY OF WUXI, CHINA**

WHEREAS, the cities of Wichita, Kansas, USA, and Wuxi, located in Jiangsu Province in the People's Republic of China, are cooperating on an EcoPartnership signed in December 2008, pursuant to the Framework for the Ten Year Cooperation on Energy and Environment between the Government of the United States of America and the Government of the People's Republic of China signed on June 18, 2008; and

WHEREAS, the two cities mutually agree to enhance the Wichita-Wuxi EcoPartnership model to promote economic development and environmental sustainability in both regions; and

WHEREAS, the city of Wichita is interested in clean and sustainable development and the strengthening of ties to the country of China,

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE GOVERNING BODY OF THE CITY OF WICHITA, THAT:

The City of Wichita does hereby proclaim to:

1. Expand areas of cooperation under the Wichita-Wuxi EcoPartnership model, focusing on economic and trade issues.
2. Promote and facilitate the exchange of business information.
3. Promote the development of key industries such as aircraft manufacturing and services, airport logistics, bio-industries and the environmental protection industry.
4. Establish ongoing communication between the governments of both cities on local economic and social development.
5. Recognize the Wuxi Development and Reform Committee and the Kansas World Trade Center, Inc., as the responsible parties to coordinate the EcoPartnership programs.

APPROVED THIS 4<sup>th</sup> DAY OF AUGUST 2009.

THE CITY OF WICHITA, KANSAS

\_\_\_\_\_  
Carl Brewer, Mayor

\_\_\_\_\_  
Sue Schlapp, Council Member

\_\_\_\_\_  
Janet Miller, Council Member

\_\_\_\_\_  
Lavonta Williams, Council Member

Attest:

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to Form:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law and City Attorney

\_\_\_\_\_  
Jim Skelton, Vice Mayor

\_\_\_\_\_  
Jeff Longwell, Council Member

\_\_\_\_\_  
Paul Gray, Council Member

# Letter of Intent on Strengthening Bilateral Cooperation between Wuxi City, Jiangsu Province, China and the City of Wichita, Kansas, USA

Party A: Wuxi Municipal Government, Jiangsu Province, China

Party B: City of Wichita, Kansas, USA

On December 4, 2008, in Beijing, China, the Wuxi Municipal Government in Jiangsu Province of China and the City of Wichita in the State of Kansas of the USA signed the Statement of Intent for Implementation of an Eco-Partnership between the cities of Wuxi, Jiangsu, China and Wichita, Kansas, USA.

Now, to further strengthen bilateral cooperation in various fields and facilitate economic and community development, both sides have reached consensus through friendly discussion and consultation on the basis of equality, mutual benefit, learning from each other and common development as follows:

I. *Expand areas of cooperation.* Founded on the basis of the Statement of Intent for an Eco-Partnership between the Cities of Wuxi and Wichita signed December 4, 2008, the two cities will further expand cooperation areas focusing on strengthening economic and trade cooperation, and commit to gradually enhance cooperation in other areas including community endeavors.

II. *Support business cooperation.* To promote business exchange between the cities, the governments of both cities will promote and facilitate such cooperation.

III. *Prioritize the focus of cooperation.* The governments of both cities will concentrate on key industry areas such as aircraft manufacturing and service, airport logistics, bio-industries and the environmental protection industry. The governments of both cities will support and facilitate the dialogue between the relative parties and promote the mutually beneficial development of said industries.

IV. *Gradually improve the cooperation model.* The governments of both cities shall regularly exchange their local economic and social development situations, regularly brief the other party on any policy and regulation changes related to the industrial development, international cooperation, and talent exchange, and regularly hold multi-level bilateral meetings, while summing up experiences to gradually improve the cooperation mechanism during the course of cooperation.

V. *Clearly define the contact person on each side.* The Wuxi Development and Reform Committee and the Kansas World Trade Center, Inc. are the focal contact organizations for the cooperation programs under this LOI. They are responsible for detailing the cooperation plan, specifying the cooperation plan and coordinating the specific cooperation programs.

This statement for intent is hereby made to express the sincerities of both sides for advancing cooperation, and its content does not constitute any legal binding or mandatory obligations or agreements to either side.

This memorandum is signed in Wichita on 10 August 2009, two copies each in Chinese and English.

Representative of Wuxi Municipal Government, Jiangsu Province	Representative of Wichita Government, KS
---	--



City of Wichita  
City Council Meeting  
August 4, 2009

**To:** Mayor and City Council

**Subject:** Name Northwest Corner of Mt. Vernon and Bluff, Grandview Heights Park.  
(District III)

**Initiated By:** Park and Recreation

**Agenda:** New Business

---

**Recommendation:** Name the park located at the intersection of Mt. Vernon and Bluff.

**Background:** The Grandview Heights Neighborhood Association petitioned the Board of Park Commissioners on July 13, 2009, to name the Northwest Corner of Mt. Vernon and Bluff, Grandview Heights Park. The Association represents over 400 homeowners. There are no other parks in Wichita named Grandview Heights Park.

The Northwest Corner of Mt. Vernon and Bluff is open space managed by Storm Water Management. Walking paths and a bench have been installed and the association is anticipating the addition of an outdoor grill. The area is used extensively by neighbors. The Grandview Heights Neighborhood Association has been helpful with trash and debris clean-up in the area.

On July 13, 2009, the Board of Park Commissioners unanimously voted to approve naming the Northwest Corner of Mt. Vernon and Bluff, Grandview Heights Park.

**Analysis:** City Council Policy 13 delineates the requirements for naming public facilities "...in accordance with their intended use..." The policy calls for a seven-member committee consisting of residents appointed by the Mayor and City Council to formulate the recommendation prior to City Council consideration. On March 4, 2003, the City Council approved the Board of Park Commissioners to serve as the naming advisory committee for parks and open space.

**Financial Consideration:** Park and Recreation will install signage to designate the area as a park.

**Goal Impact:** Park designation will enhance and strengthen neighborhood revitalization efforts. Future suggestions for park improvement include installation of a playground for area children.

**Legal Consideration:** The Board of Park Commissioners action as naming advisory committee for park and recreation areas is consistent with the provisions of City Council Policy 13.

**Recommendation/Actions:** It is recommended that the City Council approve naming the Northwest Corner of Mt. Vernon and Bluff, Grandview Heights Park.

**Attachment:** None.

City of Wichita  
City Council Meeting  
August 4, 2009

**TO:** Mayor and City Council

**SUBJECT:** Lincoln Street Bridge and Dam Improvements (Districts III & IV)

**INITIATED BY:** Department of Public Works

**AGENDA:** New Business

---

**Recommendation:** Authorize pursuance of federal grant applications.

**Background:** The 2007-2016 Capital Improvement Program (CIP) includes funding for improvements to the Lincoln Street Bridge and dam at the Arkansas River. On October 27, 2007, the City Council approved a contract with MKEC Consultant Engineers to prepare design concepts for the project. Federal grants may be available to fund a portion of the project which could involve relocation of the dam away from the bridge. These grants would be used for building separate fish and boat passages through the dam.

**Analysis:** Two design concepts have been identified:

Reconstruction/rehabilitation of the bridge and dam at the current location.

Reconstruct the bridge at its current location and build a new dam downstream.

**Financial Consideration:** Initial cost estimates for the two options are considered equal at this time. The Proposed 2009-2018 CIP budget for bridge reconstruction/rehabilitation is \$11,800,000, with \$7,000,000 funded by General Obligation bonds and \$4,800,000 by federal transportation grants.

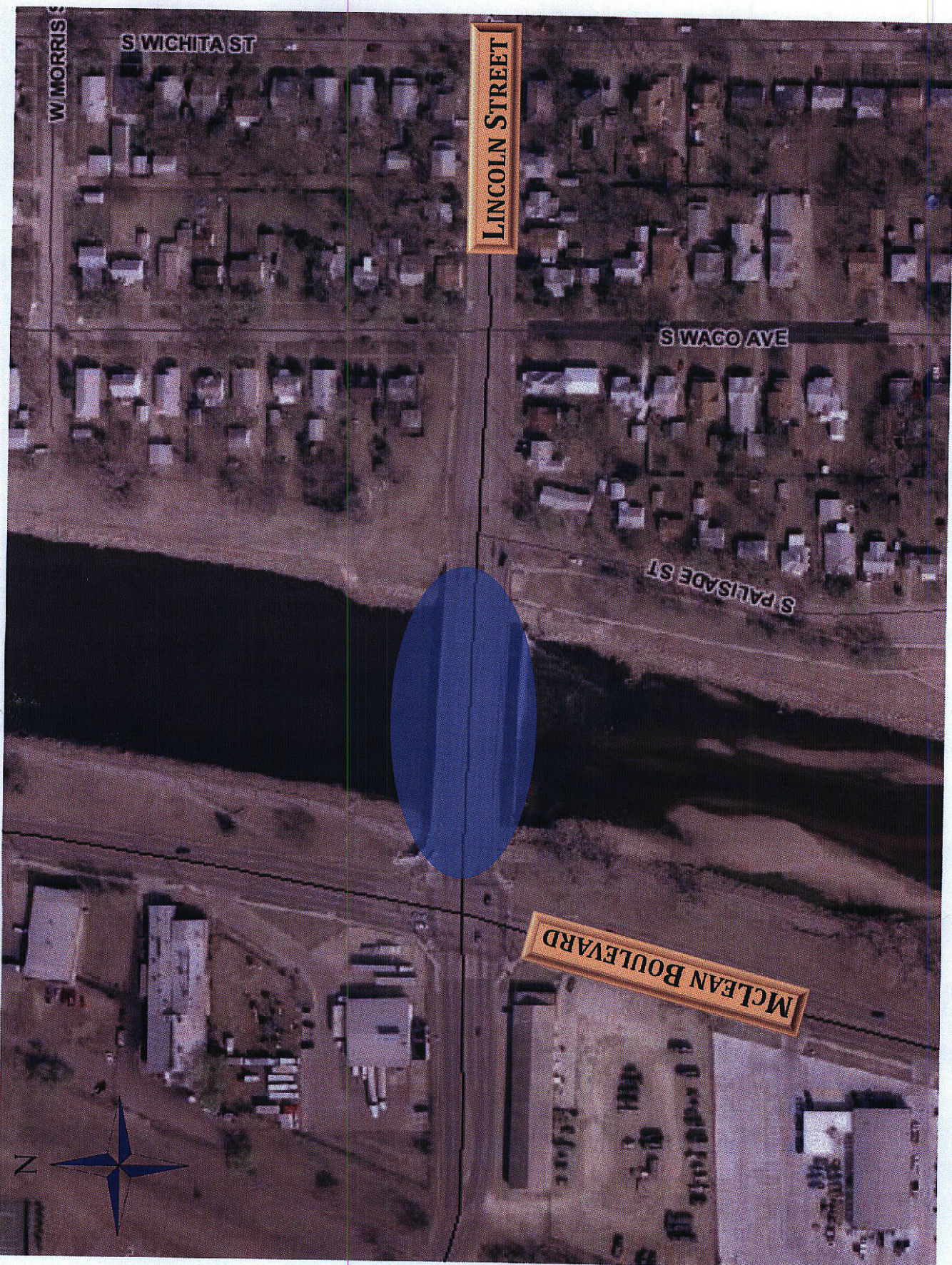
**Goal Impact:** This project addresses the Efficient Infrastructure goal by providing improvements to an existing bridge and dam at the Arkansas River.

**Legal Considerations:** None.

**Recommendation/Action:** It is recommended that the City Council authorize staff to submit federal grant applications and authorize the necessary signatures.

**Attachments:** Map.







City of Wichita  
City Council Meeting  
August 4, 2009

**TO:** Mayor and City Council

**SUBJECT:** 119<sup>th</sup> Street West Improvement, between Kellogg and Maple  
(District V)

**INITIATED BY:** Department of Public Works

**AGENDA:** New Business

-----

**Recommendation:** Approve the design concept and right-of-way budget.

**Background:** The 2007-2016 Capital Improvement Program (CIP) includes funding to improve 119<sup>th</sup> Street West between Kellogg and Maple. P.E.C. is designing the project that includes several partial right-of-way takes. On July 6, 2009, the District V Advisory Board held a neighborhood hearing on the project. The Board voted 5-2 to recommend approval of the design concept with two conditions: first, that four residential properties located at the south end of the street on the west side be purchased in their entirety; and, second, that fill dirt for the portion of the project in the flood plain be removed from the adjacent flood plain in order to provide compensatory storm water detention volume. The four tracts are not needed to construct the project, but the homes on the tracts will be closer to the roadway after the project is complete. These distances are consistent with previous City standards.

**Analysis:** The existing roadway is a two-lane asphalt mat road with drainage ditches. The proposed design concept is a five lane roadway with four through lanes and a center two-way left turn lane. Roadway drainage improvements will be included with the project as well as a 6 foot wide sidewalk on both sides of 119<sup>th</sup> Street West. Landscaping will be installed in the available right-of-way. Construction is planned to begin in the spring of 2010 and be completed in late 2010. Traffic will be carried one-lane, one-way only during the first phase of construction.

It is estimated that making the four full takes will add \$500,000 to the cost of the project.

**Financial Considerations:** A budget of \$500,000 is requested at this time to acquire the right-of-way needed to construct the project. Funding is included in the 2009-2018 draft CIP. The funding source is General Obligation Bonds. The project will be returned to the City Council at a future date for approval of construction funding. The 2009-2018 draft CIP budget is \$4,100,000, with \$2,100,000 available in General Obligation bonds and \$2,000,000 available in Federal grants.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by improving traffic flow through a major transportation corridor.

**Legal Considerations:** The Law Department has approved the authorizing ordinance has as to legal form.

**Recommendation/Action:** Staff recommends that the City Council approve the design concept starting with the partial acquisition of the subject properties, approve the right-of-way budget, place the ordinance on first reading and authorize the signing of State/Federal agreements as required.

**Attachments:** Map, CIP sheet, ordinance.

First Published in the Wichita Eagle on August 14, 2009

**ORDINANCE NO. 48-402**

AN ORDINANCE DECLARING **119TH STREET WEST, BETWEEN KELLOGG AND MAPLE (472-84850)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That **119th Street West, between Kellogg and Maple (472-84850)** in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. 12-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **119th Street West, between Kellogg and Maple (472-84850)** as a main trafficway in the following particulars:

The acquisition of right-of-way as necessary for a major traffic facility.

SECTION 3. The costs of the design of the above described improvement is estimated to be **Five Hundred Thousand Dollars (\$500,000)** exclusive of the cost of interest on borrowed money.

Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.

SECTION 4. The above described main trafficway improvement shall be made in accordance with Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 5. Be it further ordained that the improvement described herein is hereby authorized under the provisions of K.S.A. 12-685 et seq.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 11 day of August, 2009.

---

CARL BREWER, MAYOR

ATTEST:

---

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

---

GARY REBENSTORF, DIRECTOR OF LAW

City of Wichita  
City Council Meeting  
August 4, 2009

**TO:** Mayor and City Council

**SUBJECT:** Dry Creek Overflow Grant Application (District V)

**INITIATED BY:** Department of Public Works

**AGENDA:** New Business

-----  
**Recommendation:** Approve the supplemental agreement.

**Background:** On August 5, 2008, the City Council concurred with the submission of a grant application for funding a proposed Dry Creek Overflow Prevention project through the Hazard Mitigation Grant Program from the Kansas Division of Emergency Management (KDEM). KDEM received over \$100 million from Federal Emergency Management Agency (FEMA) to use towards the State's long-term hazard mitigation projects. In addition, staff has been in discussion with KDEM about the possibility of utilizing money from this same grant program to buy properties that are subject to frequent flooding throughout the City in cases where projects are not an economical solution.

**Analysis:** Several homes in west Wichita were damaged as a result of the October 1998 and September 2008 flooding events. According to the original FEMA flood maps, some of these homes were not considered to be in the 100-year flood plain. A detention facility on Dry Creek is a project that will help to reduce some of the flooding problems in the Cowskin Basin. The City of Wichita is preparing an update to our original application using better data in the cost to benefit analysis to justify the project to KDEM and FEMA. The application recommends the construction of a storm water detention basin near the intersection of 13<sup>th</sup> Street North and 167<sup>th</sup> Street West to improve downstream flooding issues and a property buyout program for those structures that would not benefit from the detention project.

The buyout program would include 14 structures citywide that are on FEMA's repetitive loss list, and possibly others that cannot be otherwise protected.

The proposed supplemental agreement with AMEC will provide the engineering services necessary to complete the revised application.

**Financial Considerations:** The construction of the Dry Creek Detention Facility is now estimated at \$20 million and it is anticipated that 75% or 15,000,000 will be federally funded from the Hazard Mitigation Grant Program. A local match of \$5 million is a required element of the grant. Discussions will take place to see if Sedgwick County would be willing to contribute to the local match by making the facility a joint-use recreational facility.

The property buyouts are estimated at \$8 million and it is anticipated that 75% or \$6 million will be federally funded from the Hazard Mitigation Grant Program. A local match of \$2 million is a required element of the grant.

Design, construction and buyout funding requests for these projects will be returned to the City Council at a later date for consideration, if the grant applications are approved.

Payment to AMEC Earth & Environmental, Inc. for the application update will not exceed \$71,000. The cost of this agreement will be paid from the Storm Water Management operating budget.

**Goal Impact:** The improvements address the Ensure Efficient Infrastructure goal by providing public improvements for drainage in the areas of Cowskin, Calfskin and North Fork Calfskin Creeks.

**Legal Considerations:** The agreement with AMEC Earth & Environmental, Inc. has been approved as to form by Law.

**Recommendations/Actions:** It is recommended the City Council approve the agreement, sign the application, and authorize the necessary signatures.

**Attachments:** Agreement and application



SUPPLEMENTAL AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

AMEC EARTH & ENVIRONMENTAL, INC.

for

APPLICATION PREPARATION

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and AMEC EARTH & ENVIRONMENTAL, INC., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

**Application preparation to Kansas Department of Emergency Management  
Hazard Mitigation Grant Program  
(Project No. 468-84618)**

NOW, THEREFORE, the parties hereto do mutually agree as follows:

**I. SCOPE OF SERVICES**

The ENGINEER shall furnish professional services as required for application preparation and to perform the PROJECT tasks outlined in Exhibit "A".

**II. IN ADDITION, THE ENGINEER AGREES**

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit "A").
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to the method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit "A"; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000 subject to a deductible of \$10,000. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation - Statutory  
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

### III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit "A".
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

468-84618/133116      \$71,000

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
  - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
  - 2. Additional design services not covered by the scope of this agreement.
  - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
  - 4. A major change in the scope of services for the PROJECT.
 If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carl Brewer, Mayor

SEAL:

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

*Gary Rebenstorf / JR*  
Gary Rebenstorf, Director of Law

AMEC EARTH & ENVIRONMENTAL, INC.

*Andy Clever*  
(Name & Title) *WATER RESOURCES MGR*  
*Andy Clever*

ATTEST:

*Michael E. Burdett*

## **Scope of Services City of Wichita Dry Creek Overflow Hazard Mitigation Grant**

The City of Wichita submitted a Grant Application June 2008 for a Regional Detention Facility on Dry Creek. The purpose of the facility was to reduce flows such that overflows to the Calfskin Watershed could be reduced significantly or eliminated. Two alternatives of detention facility and downstream berms were analyzed as potential alternatives. This scope is to update the application using better data resulting from the September 2008 and April 2009 flood events. If feasible, the results will produce two applications, one for the Regional Detention Facility and another for buyouts in the lower portion of Calfskin Watershed where flooding cannot be eliminated by the prevention of the overflows. The following tasks detail the services followed with schedule and estimated costs. This is recommended to be a T and M project not to exceed the estimated value.

### **Task 1 Update Hydrologic and Hydraulic Models. - \$16,000**

The City has developed a Hydrologic and Hydraulic Model of Dry Creek and Calfskin Creek through the services of HNTB. The existing conditions models have been reviewed by the City and FEMA and comments have been addressed. These models are geo-referenced HEC-HMS and HEC-RAS models. Models and supporting data will be provided by the City for this project.

The existing conditions model will be modified to reflect the alternatives hydrological and hydraulic changes. This would include:

- Modify existing conditions HEC-HMS model to include Regional Detention Alternative 1.
- Update existing conditions HEC-RAS with flow changes from Alternative 1 including Calfskin Creek Watershed.
- Modify existing conditions HEC-HMS model to include Regional Detention Alternative 2.
- Update HEC-RAS with flow changes from Alternative 2.
- Update Preferred Alternative Regional Detention Facility with berm alternative.

### **Task 2 Data Preparation for Benefit Cost Analysis - \$17,000**

Consultant will perform the data preparation and collection for BCA analysis of the impacted structures. The City will provide the support data already collected to perform the analysis. It is estimated that 80% of the data has already been collected. This task is the organization, collection and preparation of the data for BCA analysis.

A polygon for each structure impacted will be developed from the 2008 City aeriels. The polygons will be intersected with the water surface TINs for the FEMA flood frequency events. The lowest ground and first floor elevations will be derived from the existing city database. The lowest ground elevations will also be determined by intersecting the ground surface TIN with the structure polygons and compared to the survey information. The data will be delivered to KDEM in database format compatible with BCA tool analysis procedures.

### **Task 3 Detailed Concept Report - \$18,000**

The Dry Creek Overflow Detailed Concept Report dated January 2005 needs to be updated to May of 2009. The general sections will be updated to reflect any changes that have occurred and the results section will be modified to reflect the results of Task 1. Costs will be updated per the changes. This information will be provided to KDEM to be included in the updated application being assembled.

### **Task 4 Cowskin Creek Hydrology and Hydraulics - \$20,000**

The reductions of discharges from Dry Creek and Calfskin Creek into Cowskin will be assessed to determine if the flood elevations along Cowskin downstream of Dry Creek confluence are modified enough to produce benefits.

Polygons will be developed for the structures along Cowskin within the floodplains. Polygons will be intersected with ground surface TINs to determine lowest ground estimates at the structures. Using the estimated flow reductions, elevation reductions will be estimated. The reductions will be assessed to determine if the reduction

produces a benefit. If benefits can be clearly defined, these will be incorporated into the application, especially if the benefit is needed to produce a positive BCA.

**Deliverables:**

Existing Conditions Hydrology Models Dry Creek, Calfskin, and Cowskin – (Others\*)  
 Existing Conditions Hydraulic Models Dry Creek, Calfskin, and Cowskin – (Others\*)  
 Alternative 1, 2, and Berm Hydrology Models for Dry and Calfskin – AMEC  
 Benefit Cost Data for Analysis - AMEC  
 Cowskin Assessment results – AMEC  
 Updated Background Information and cost and updated Design Concept Report – MKEC/AMEC  
 Structure shapefiles and database – AMEC

- Others is defined as City, MKEC, HNTB, and/or FEMA

MKEC will be the lead for the hydrologic services in Task 1 and all of Task 3. AMEC will be the lead for the hydraulics in Task 1 and Tasks 2, and 4

## Estimated Task Deadlines

Task 1 Update Hydrologic and Hydraulic Models	June 26, 2009
Task 2 Data Preparation for Benefit Cost Analysis	July 3, 2009
Task 3 Update Detailed Concept Report	July 22, 2009
Task 4 Cowskin Creek Hydrology and Hydraulics	July 17, 2009

The Benefit Cost Analysis using the Task 2 data and Task 5 and 6 will be funded by KDEM and performed by AMEC under a separate contract

Task 5 Development of Applications and KDEM Coord.	July 31, 2009
Task 6 Address Comments and Coordinate Reviews	Nov. 30, 2009

## Estimated Task Costs

Task 1	Update Hydrologic and Hydraulic Models	\$16,000
Task 2	Data Preparation and Benefit Cost Analysis	\$17,000
Task 3	Detailed Concept Report	\$18,000
Task 4	Cowskin Creek Hydrology and Hydraulics	\$20,000
	<b>Total NTE</b>	<b>\$71,000</b>

**Exhibit "B"**

**REVISED NON-DISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM  
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended; The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, Vietnam Era Veteran or Special Disabled Veteran and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Exempted from these requirements are: (State of Kansas)
  - 1. Any contractor, subcontractor, vendor or supplier who has already complied with the provisions set forth in sections pertaining to the State of Kansas by reason of holding a contract with the Federal government, or a contract involving Federal funds.
  - 2. Contracts entered into by a contractor, subcontractor, vendor or supplier who employs fewer than four (4) employees during the term of this contract.
  - 3. Contracts with the City of Wichita with a cumulative total of five thousand dollars (\$5,000) or less during the fiscal year of the City.

D. Provisions of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall observe the provisions of the Code of the City of Wichita against discrimination (Section 2.12.900, et seq. of the Code of the City of Wichita, Kansas) and shall not discriminate against any employee or applicant for employment in the performance of work under the present contract, purchase order or agreement because of race, religion, color, sex, "disability, Vietnam Era Veteran or Special Disabled Veteran and age except where age is a bona fide occupational qualification", national origin, ancestry or marital status. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Rights and Services Board of the City of Wichita, Kansas, "Civil Rights and Services" in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, Vietnam Era Veteran or Special Disabled Veteran and age except where age is a bona fide occupational qualification", national origin, ancestry or marital status. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase that is deemed acceptable by the "Wichita Civil Rights and Services Board";
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the rules, regulations and the orders issued by the Board pursuant thereto, and will permit access to books, records and procedures concerning employment relations by the "Civil Rights and Services Board" of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the Board in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be initiated against such vendor, supplier, contractor or subcontractor;
4. If the vendor, supplier, contractor or subcontractor is found guilty of a violation of any provision of the Code of the City of Wichita pertaining to and regulating Non-Discrimination -- Equal Employment Opportunity under a decision or order of the "Civil Rights and Services Board" of the City of Wichita, Kansas, which has become final, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement, and it may be canceled, terminated or suspended in whole or in part by the City of Wichita, and such other sanctions and remedies may be imposed as provided by law;
5. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 4 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

E. Exempted from these requirements are: (City of Wichita)

1. Any contractor or subcontractor, vendor or supplier of the City of Wichita, or any of its agencies, who wishes to enter into a contract, purchase order or agreement which is covered by the



City of Wichita  
City Council Meeting  
August 4, 2008

**TO:** Mayor and City Council

**SUBJECT:** Repair or Removal of Dangerous & Unsafe Structures  
(District I)

**INITIATED BY:** Office of Central Inspection

**AGENDA:** New Business

-----

**Recommendations:** Adopt the resolution.

**Background:** On June 16, 2009, a report was submitted with respect to the dangerous and unsafe conditions on the properties listed below. The Council adopted a resolution providing for a public hearing to be held on the condemnation actions at 9:30 a.m. or as soon thereafter, on August 4, 2009.

**Analysis:** On May 1, 2009, the Board of Code Standards and Appeals (BCSA) held hearings on the properties listed below

<b><u>Property Address</u></b>	<b><u>Council District</u></b>
a. 2031 East 16 <sup>th</sup> Street North	I
b. 1648 North Piatt	I
c. 647 South Sylvan	I

Detailed information/analysis concerning these properties are included in the attachments.

**Financial Considerations:** Structures condemned as dangerous buildings are demolished with funds from the Office of Central Inspection Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of OCI's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional \$500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

**Goal Impact:** On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

**Legal Considerations:** Pursuant to State Statute, the Resolutions were duly published twice on June 19, 2009 and June 26, 2009. A copy of each resolution was sent by certified mail or given personal service delivery to the owners and lien holders of record of the described property.

**Recommendations/Actions:** It is recommended that the City Council close the public hearing, adopt the resolutions declaring the buildings to be dangerous and unsafe structures, and accept the BCSA recommended actions to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structures. Any extensions of time granted to repair any structures would be contingent on the following: (1) All taxes have been paid to date, as of August 4, 2009; (2) the structures have been secured as of August 4, 2009 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of August 4, 2009, and will be so maintained during renovation.

If any of the above conditions are not met, the Office of Central Inspection will proceed with demolition action and also instruct the City Clerk to have the resolutions published once in the official city paper and advise the owner of these findings.

**Attachments:** Case Summary, Summary and Follow-Up History.

**August 4, 2008**  
**City Council Hearing**  
**Removal of Dangerous Structures Case Summary**

Address	Cncl. Dist.	Hsng. Case Age	CLEAN Team Invlvmt?	Cndm. Init. Date	BCSA Hrng. Date	Owner/ Rep. At BCSA ?	BCSA Recomm.	Open or Secure	Premise Cond. Status	Prop. Tax Status	Board-up & Clean-up Assmnts.
2031 E. 16th N.	I	6 yrs.	No	04/16/09	06/01/09	No	10/10	Secure	Maintained	The 2008 taxes are delinquent in the amount of \$82.02.	None
1648 N. Piatt	I	5 yrs. 3 mos.	No	04/16/09	06/01/09	No	10/10	Secure	Scattered trash, seedlings, saplings, large fallen tree limb and the exterior stairwell to the basement is full of trash and bulky waste.	Curent	None
647 S. Sylvan	I	8 mos.	No	04/16/09	06/01/09	No	10/10	Secure	Tall grass and weeds	The 2008 taxes are due in the amount of \$653.69, which includes interest.	There is a pending special assessment for lot cleanup in the amount of \$828.34.

**DATE: July 14, 2009**

**CDM SUMMARY**

**COUNCIL DISTRICT # 1**

**ADDRESS: 2031 E. 16TH N.**

**LEGAL DESCRIPTION: LOT 51 AND 53, STRONG NOW ASH STREET, LOGAN ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**DESCRIPTION OF STRUCTURE: A two story frame dwelling about 89 x 36 feet in size. Vacant and open, this structure has damaged and missing asphalt siding shingles; deteriorated metal siding; badly worn composition roof, with missing shingles; and the front porches have exposed structural members.**

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

---

Superintendent of Central Inspection  
Enforcing Officer

---

Date

**DATE: July 14, 2009**

**BCSA GROUP # 3**

**ADDRESS: 2031 E. 16TH N.**

**ACTIVE FIELD FILE STARTED: June 12, 2003**

**NOTICE(S) ISSUED:** Since June 12, 2003, numerous violation notices have been issued. In March 2003, some repairs progressed on the exterior of property. September 2003, numerous safety violations were noted. August 2004, repairs progressed resulting in 8 violations being cleared. August 2005, Central Inspection staff and Wichita Police met with the owner's and informed them of numerous life safety issues, vagrant issues, loitering issues, and drug and weapon activity. February 2006, ownership not changed, received plans from prospective buyer. November 2006, staff met with interested investors said they would need 6 months for tax credits to be approved. January 2007, staff from Central Inspection, Environmental Services and Wichita Police met with owner and went over violations. August 2007, Central Inspection was notified that the property would be demolished within 45 days. July 2008, noted fire and smoke damage to property. August 2008, Vacant Neglected Building plan was approved for repairs to be completed within 6 months. Nothing was done.

**PRE-CONDEMNATION LETTER: December 19, 2008**

**TAX INFORMATION:** The 2008 taxes are delinquent in the amount of \$82.02.

**COST ASSESSMENTS/DATES:** None

**PREMISE CONDITIONS:** Maintained.

**VACANT NEGLECTED BUILDING REPORT:** Open case

**NUISANCE ABATEMENT REPORT:** None

**POLICE REPORT:** Data is unavailable due to computer program issues.

**FORMAL CONDEMNATION ACTION INITIATED:** April 16, 2009

**RECENT DEVELOPMENTS:** No repairs have been made and the structure is secure.

**OWNER'S PAST CDM HISTORY:** This owner currently has two properties in condemnation.

**BOARD OF C.S.&A. RECOMMENDATION:** At the June 1, 2009, BCSA hearing there was no representative for this property present at the hearing.

Board Member Coonrod made a motion to submit the property to the City Council with a recommendation of condemnation, with ten days to start the wrecking of the structure and ten days to complete the demolition. Board Member Willenburg seconded the motion. The motion carried.

**STAFF RECOMMENDATION/REMARKS:** Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

**DATE: July 14, 2009**

**CDM SUMMARY**

**COUNCIL DISTRICT # 1**

**ADDRESS: 1648 N. PIATT**

**LEGAL DESCRIPTION: LOTS 56 AND 58, PIATT AVENUE, LOGAN ADDITION TO THE CITY OF WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS**

**DESCRIPTION OF STRUCTURE: A one story frame dwelling about 92 x 27 feet in size. Vacant for at least 3 years, this structure has brick cracking and shifting veneer siding; deteriorated loose soffits; rotted wood trim; and cracked concrete front and rear porches.**

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

**A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**

**B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**

**C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

---

Superintendent of Central Inspection  
Enforcing Officer

---

Date

**DATE: July 14, 2009**

**BCSA GROUP # 3**

**ADDRESS: 1648 N. PIATT**

**ACTIVE FIELD FILE STARTED: April 5, 2004**

**NOTICE(S) ISSUED:** Since April 5, 2004, a notice of improvement and numerous violation notices have been issued. From 2004 through 2006 no repairs were made. In January 2007, Central Inspection received a state of intent to demolish within 90 days. In April 2008, Central Inspection Superintendent extended Vacant Neglected Building deadline until July 2008, noting that if tax credit underway it would be extended further.

**PRE-CONDEMNATION LETTER: December 19, 2008**

**TAX INFORMATION: Current**

**COST ASSESSMENTS/DATES: None**

**PREMISE CONDITIONS:** Scattered trash, seedlings, saplings, large fallen tree limb and the exterior stairwell to the basement is full of trash and bulky waste.

**VACANT NEGLECTED BUILDING REPORT: Open case**

**NUISANCE ABATEMENT REPORT:** Lot cleanup on August 4, 2003 in the amount of \$331.27.

**POLICE REPORT:** Data is unavailable due to computer program issues.

**FORMAL CONDEMNATION ACTION INITIATED: April 16, 2009**

**RECENT DEVELOPMENTS:** No repairs have been made and it is secure.

**OWNER'S PAST CDM HISTORY:** This owner currently has two properties in condemnation.

**BOARD OF C.S.&A. RECOMMENDATION:** At the June 1, 2009, BCSA hearing there was no one in attendance to represent this property

**Board Member Harder made a motion to refer the property to the City Council with a recommendation of condemnation, with ten days to initiate removal and ten days to complete demolition. Board Member Willenberg seconded the motion. The motion passed unanimously.**

**STAFF RECOMMENDATION/REMARKS:** Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.



**DATE: July 14, 2009**

**CDM SUMMARY**

**COUNCIL DISTRICT # 1**

**ADDRESS: 647 S. Sylvan**

**LEGAL DESCRIPTION: LOT 10, BLOCK 4, BEVERLY MANOR ADDITION, SEDGWICK COUNTY, KANSAS**

**DESCRIPTION OF STRUCTURE: A one story frame dwelling about 38 x 24 feet in size. Vacant and open, this structure has a shifting and cracking concrete foundation; missing asbestos siding; fire damaged front porch and east wall; and the interior has been gutted by fire.**

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

---

Superintendent of Central Inspection  
Enforcing Officer

---

Date

**DATE: July 14, 2009**

**BCSA GROUP # 3**

**ADDRESS: 647 S. Sylvan**

**ACTIVE FIELD FILE STARTED: November 20, 2008**

**NOTICE(S) ISSUED:** Since November 20, 2008, a notice of improvement and several violation notices have been issued. It should be noted that upon research both listed owners are deceased. On November 12, 2008, the Wichita Fire Department was called to this location regarding a house fire. On May 14, 2009, Central Inspection staff completed an emergency board-up on this property at a cost of \$156.44. As of May 26, 2009, there is an open Tall Grass and Weeds case on this property.

**PRE-CONDEMNATION LETTER: March 26, 2009**

**TAX INFORMATION:** The 2008 taxes are due in the amount of \$653.69, which includes interest.

**COST ASSESSMENTS/DATES:** There is a pending special assessment for lot cleanup in the amount of \$828.34.

**PREMISE CONDITIONS:** Tall grass and weeds.

**VACANT NEGLECTED BUILDING REPORT:** Open case

**NUISANCE ABATEMENT REPORT:** Lot cleanup on February 2, 2009 in the amount of \$671.90 and weed mowing on June 17, 2009 in the amount of \$120.24.

**POLICE REPORT:** Data is unavailable due to computer program issues.

**FORMAL CONDEMNATION ACTION INITIATED:** April 16, 2009

**RECENT DEVELOPMENTS:** No repairs have been made and it is secure.

**OWNER'S PAST CDM HISTORY:** None

**BOARD OF C.S.&A. RECOMMENDATION:** At the June 1, 2009, BCSA hearing there was no representative present.

Approximately 38 x 24 feet in size, this one-story frame dwelling is vacant and open. The structure has a shifting and cracking concrete foundation; missing asbestos siding; fire damaged front porch and east wall; and the interior has been gutted by fire.

Board Member Hentzen made a motion to refer the property to the City Council with a recommendation of condemnation, with ten days to start wrecking the structure and ten days to finish razing it. Board Member Willenberg seconded the motion. The motion was approved.

**STAFF RECOMMENDATION/REMARKS:** Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

**City of Wichita  
City Council Meeting  
August 4, 2009**

**TO:** Mayor and Members of the City Council

**SUBJECT:** Westar Electrical Rate Case - Intervention

**INITIATED BY:** Law Department

**AGENDA:** New Business

---

**Recommendation:** Authorize intervention in the rate dockets.

**Background:** Westar Energy has asked the Kansas Corporation Commission (KCC) to consolidate the electrical rates charged to Westar North (KP&L) and Westar South (KG&E) customers. The two companies were combined into Westar (previously Western Resources) in 1992. Electrical costs are different in the two territories because of different structures used by KP&L and KG&E to determine costs, different market conditions faced by the former two companies in the past and different strategies of the two companies to provide service. Westar contends that the generating facilities of both are used on a combined basis for all of Westar and that operating a system in this manner benefits all customers because of greater efficiencies and lower costs.

In Westar rate cases beginning in 1999, the City of Wichita used a similar rationale and argued that the rate disparity between North and South was unfair and could not be justified. The high capital costs of the Wolf Creek nuclear facility were charged only to the Westar South customers, even though Wolf Creek electricity was dispatched companywide. Westar South customers (including Wichita) were paying about 40% more on average for electricity than similarly situated customers in the North who were not paying Wolf Creek costs. The City, along with industrial customers in the South, succeeded in substantially reducing rates and getting a refund, but was unable to end this disparity between the North and South. The KCC denied efforts to combine rates for the two areas. As a result, Wichita and other South customers have paid hundreds of millions of dollars more in rates than they would have paid in a consolidated company.

In recent years, the costs of Wolf Creek and nuclear generated power have been lower than power generated from coal plants in the North. North electrical rates have averaged about 14% higher than the South. Now that the rate disparity has shifted in favor of the South customers, Westar has asked the KCC to equalize rates by raising rates in the South.

**Analysis:** Westar is seeking rate consolidation in KCC Docket no. 09-WSEE-641-GIE. In addition, Westar has filed for an expedited rate increase in 09-WSEE-925-RTS, which could serve to allocate the consolidated rates among various classes of users. The City could file public comments in both dockets, expressing its concerns to the KCC about the proposed consolidation and rate increase. In addition, the City could intervene in the two dockets and participate in the proceedings in the manner in which it has participated in the past. Currently USD #259 and a few industrial customers are the ones representing the interests of the South in this matter.

The City could express its concerns that:

- Under the current arrangement, North costs for coal and other carbon based energy will likely continue to climb while South costs based upon nuclear generating capacity will decrease or climb less rapidly.

- The South bore the high upfront costs of Wolf Creek after rate parity was rejected in the past. It is inequitable to begin sharing the benefits of these lower costs companywide now that costs in the North have become higher. Consolidation will result in a rate increase for many South customers.
- While consolidation may need to be the ultimate goal for the company's two territories, as the City and others have forcefully argued in prior cases, it should only be done in a manner that is fair to all customers. If the KCC decides that consolidation should now proceed, it should do so cautiously, correct its prior errors, and credit the customers in South for their overpayments of the past 17 years.
- The tariffs and riders for many classes of customers are different in the North and South. The consolidation of the riders may result in dramatic swings in rates for individual classes of customers. The full results are not known or explained by the company. A cost of service study is needed before consolidation and before a new round of rate increases.

**Financial Considerations:** The City pays about \$12 million a year to Westar for electricity used in residential, commercial, industrial, and street lighting rate classes. The Westar consolidation proposal would result in rate increases for the City as well as for many of the citizens of Wichita and the South. Participation in the dockets would incur some litigation costs but could help temper rate increases.

**Goal Impact:** Economic Vitality and Quality of Life. Lower or stabilized electrical rates are an economic development tool that attracts and retains industry and improves the availability of jobs in the region. Rates also affect the quality of life of citizens.

**Legal Considerations:** The City has the statutory authority to intervene in the KCC dockets. The Law Department would file motions to intervene and participate in hearings in these matters.

**Recommendation/Actions:** It is recommended that the City Council file public comments expressing its concerns about the proposed rate consolidation and that the City Attorney be directed to intervene in the appropriate dockets and take necessary actions to protect the interests of the City and its citizens.

**City of Wichita  
City Council Meeting  
August 4, 2009**

**TO:** Mayor and City Council

**SUBJECT:** VAC2009-00023 - Request to vacate the plattors' text to amend the uses allowed in platted reserves; generally located northeast of the 21<sup>st</sup> Street North and 151<sup>st</sup> Street West intersection. (3-mile ring subdivision jurisdiction)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

---

**Staff Recommendation:** Approve.

**MAPC Recommendation:** Approve (unanimously).

**Background:** The applicant is requesting that the uses allowed in the described platted reserves be vacated and amended. Currently, the plattors' text identifies that Reserves C and D, Via Christi West Campus Addition are to be used for "...open space, landscaping, drainage purposes, utilities and streets." Both reserves are located in platted street right-of-way. The applicant requests the vacation to allow signage as an added permitted use in the described reserves. Public water and sewer are located on the site. The platted Reserve C is located within a FEMA flood zone. No franchised utilities have utilities located within the described reserves. The Via Christi West Campus Addition was recorded with the Register of Deeds on October 9, 2008.

**Analysis:** The MAPC voted (13-0-1) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed. Because the site is located in Sedgwick County, but within the City of Wichita's 3-mile ring subdivision jurisdiction, consideration and recommendation by the Wichita City Council and consideration and final action by the Sedgwick County Board of County Commissioners is required.

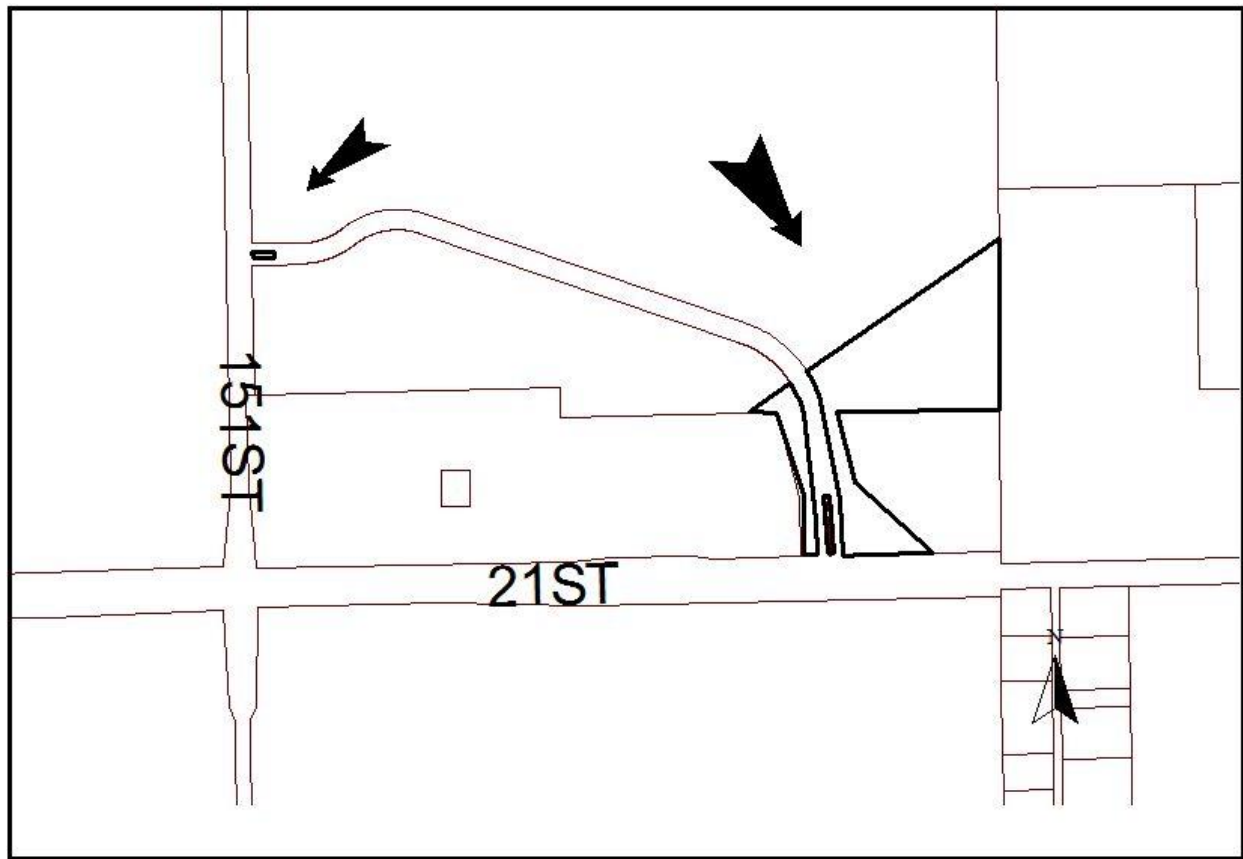
**Financial Considerations:** None.

**Goal Impact:** Ensure efficient infrastructure.

**Legal Considerations:** A certified copy of the Vacation Order will be recorded with the Register of Deeds.

**Recommendation/Actions:** Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

**Attachments:** None.



**City of Wichita  
City Council Meeting  
August 4, 2009**

**TO:** Wichita Airport Authority

**SUBJECT:** ACT 3 Landside Utilities, Phase I, and Mid-Continent Drive Relocation  
FAA Grant Application  
Mid-Continent Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

---

**Recommendation:** Approve the grant application.

**Background:** On July 7, 2009 the Wichita Airport Authority approved the budget adjustment to relocate critical utilities to provide a clear construction site for the new terminal building and relocate Mid-Continent Drive, both approaching and in front of the new terminal building site, in preparation for the upcoming terminal building project.

**Analysis:** Funds are available and staff has prepared a grant application for submittal to the FAA.

**Financial Considerations:** A grant application has been prepared for the project cost in the amount of \$5,611,415. The 2009 entitlements from the Federal Aviation Administration expected to be available to this project are \$2,519,070. The balance of the project will be funded with a combination of General Obligation bonds paid for with Airport Revenue and Passenger Facility Charges (PFCs).

**Goal Impact:** The Airport's contribution to the economic vitality of Wichita is promoted through the continued acceptance of grant funding which facilitates infrastructure improvements to support the aviation community.

**Legal Considerations:** None.

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority approve the grant application and receipt of funds, and authorize the Director of Airports to sign all the documents related to the grant.

**Attachments:** Grant application.



# APPLICATION FOR FEDERAL ASSISTANCE

<b>1. TYPE OF SUBMISSION</b>		<b>2. DATE SUBMITTED</b> 8-4-09	Applicant Identifier	
<i>Application</i> <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		<b>3. DATE RECEIVED BY STATE</b>	State Application Identifier	
<i>Pre-application</i> <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		<b>4. DATE RECEIVED BY AGENCY</b>	Federal Identifier <b>AIP 3-20-0088-60</b>	
<b>5. APPLICANT INFORMATION</b>				
Legal Name: <b>Wichita Airport Authority</b>		Organizational Unit: <b>Wichita Airport Authority</b>		
Organizational DUNS: <b>124970641</b>		Department:		
<b>Address:</b>		Division:		
Street: <b>2173 Air Cargo Road</b>		Name and telephone of person to be contacted on matters involving this application (give area code)		
City: <b>Wichita</b>		Prefix: <b>Mr.</b>		First Name: <b>Victor</b>
County: <b>Sedgwick</b>		Middle Name:		
State: <b>KS</b> Zip Code: <b>67209</b>		Last Name: <b>White</b>		
Country: United States		Suffix:		
<b>6. EMPLOYER IDENTIFICATION NUMBER (EIN):</b>		Email: <b>vwhite@wichita.gov</b>		
<div style="border: 1px solid black; padding: 2px;">4</div> <div style="border: 1px solid black; padding: 2px;">8</div> - <div style="border: 1px solid black; padding: 2px;">6</div> <div style="border: 1px solid black; padding: 2px;">0</div> <div style="border: 1px solid black; padding: 2px;">0</div> <div style="border: 1px solid black; padding: 2px;">0</div> <div style="border: 1px solid black; padding: 2px;">6</div> <div style="border: 1px solid black; padding: 2px;">5</div> <div style="border: 1px solid black; padding: 2px;">3</div>		Phone Number (give area code) <b>(316) 946 - 4700</b>		Fax Number (give area code) <b>(316) 946 - 4793</b>
<b>8. TYPE OF APPLICATION</b>		<b>7. TYPE OF APPLICANT</b> (See back of form for Application Types)		
<input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> Other (specify)		Other (Specify)		
<b>10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NO.</b>		<b>9. NAME OF FEDERAL AGENCY:</b>		
<div style="border: 1px solid black; padding: 2px;">2</div> <div style="border: 1px solid black; padding: 2px;">0</div> - <div style="border: 1px solid black; padding: 2px;">1</div> <div style="border: 1px solid black; padding: 2px;">0</div> <div style="border: 1px solid black; padding: 2px;">6</div>		<b>Federal Aviation Administration</b>		
TITLE (Name of Program): <b>Airport Improvement Program</b>		<b>11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:</b>		
<b>12. AREAS AFFECTED BY PROJECT</b> (Cities, Counties, States, etc.): <b>Wichita, Sedgwick County, Kansas</b>		<b>Mid-Continent Landside Utilities, Phase I, and Mid-Continent Drive Relocation</b>		
<b>13. PROPOSED PROJECT</b>		<b>14. CONGRESSIONAL DISTRICTS OF:</b>		
Start Date <b>2009</b>	Ending Date <b>2010</b>	a. Applicant <b>4th</b>		b. Project <b>4th</b>
<b>15. ESTIMATED FUNDING:</b>		<b>16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?</b>		
a. Federal	\$ 2,519,070. <sup>00</sup>	a. YES. <input type="checkbox"/>		
b. Applicant	\$ 3,092,345. <sup>00</sup>	THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:		
c. State	\$ . <sup>00</sup>	DATE : _____		
d. Local	\$ . <sup>00</sup>	b. NO. <input checked="" type="checkbox"/>		
e. Other	\$ . <sup>00</sup>	PROGRAM IS NOT COVERED BY E.O. 12372		
f. Program Income	\$ . <sup>00</sup>	<input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW		
g. TOTAL	\$ 5,611,415. <sup>00</sup>	<b>17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?</b>		
		<input type="checkbox"/> Yes, If "Yes", attach an explanation <input checked="" type="checkbox"/> No		
<b>18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.</b>				
a. Authorized Representative				
Prefix <b>Mr</b>		First Name: <b>Victor</b>		Middle Name: <b>D.</b>
Last Name: <b>White</b>		Suffix:		
b. Title: <b>Director of Airports</b>		c. Telephone: <b>316-946-4700</b>		
d. Signature of Authorized Representative:		e. Date Signed: <b>8-04-09</b>		

Previous Editions Usable  
Authorized for Local Reproduction

Standard Form 424 (Rev 9-2003)  
Prescribed by OMB Circular A-102

## PART II

PROJECT APPROVAL INFORMATION  
SECTION AItem 1.

Does this assistance request require State, local, regional, or other priority rating?

☐ Yes ☒ No

Name of Governing Body:

Priority:

Item 2.

Does this assistance request require State, or local advisory, educational or health clearances?

☐ Yes ☒ NoName of Agency or Board:  
(Attach Documentation)Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?

☐ Yes ☒ No

(Attach Comments)

Item 4.

Does this assistance request require State, local, regional or other planning approval?

☐ Yes ☒ No

Name of Approving Agency:

Date: / /

Item 5.

Is the proposal project covered by an approved comprehensive plan?

☐ Yes ☒ No

Check one:

State

Local

Regional

☐  
☐  
☐

Location of Plan:

Item 6.

Will the assistance requested serve a Federal installation?

☐ Yes ☒ No

Name of Federal Installation:

Federal Population benefiting from Project:

Item 7.

Will the assistance requested be on Federal land or installation?

☐ Yes ☒ No

Name of Federal Installation:

Location of Federal Land:

Percent of Project:

Item 8.

Will the assistance requested have an impact or effect on the environment?

☐ Yes ☒ No

See instruction for additional information to be provided

Item 9.

Will the assistance requested cause the displacement of individuals, families, businesses, or farms?

☐ Yes ☒ No

Number of:

Individuals:

Families:

Businesses:

Farms:

Item 10.

Is there other related Federal assistance on this project previous, pending, or anticipated?

☐ Yes ☒ No

See instructions for additional information to be provided.

**PART II - SECTION C**

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use. - The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

In as far as this is within our power, the Wichita Airport Authority of Wichita, Kansas, will affirmatively work to obtain appropriate zoning by the Wichita Sedgwick County Metropolitan Area Planning commission which has zoning authority to take action to restrict the use of land in the immediate vicinity of Mid-Continent Airport. The current zoning ordinance has obstruction zoning prohibiting certain manufacturing facilities, which produce smoke, dust, gaseous fumes, and electrical interference or glare impairing the visibility of pilots.

2. Defaults. - The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

NONE

3. Possible Disabilities. - There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

NONE

4. Consistency with Local Plans. - The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

YES

5. Consideration of Local Interest - It has given fair consideration to the interest of communities in or near where the project may be located.

YES

6. Consultation with Users. In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

YES

7. Public Hearings. - In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

NA

8. Air and Water Quality Standards. - In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

**PART II - SECTION C (Continued)**

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

NA

10. Land. – (a) The sponsor holds the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The Wichita Airport Authority of Wichita, Kansas, has the Fee Simple Title to all land comprising Mid-Continent Airport, free and clear of all encumbrances and/or restrictions, subject however, to the leases and/or use agreements

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land\* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

NA

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A"

NA

---

*\*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

**PART III - BUDGET INFORMATION - CONSTRUCTION****SECTION A - GENERAL**

1. Federal Domestic Assistance Catalog No.....

2. Functional or Other Breakout.....

**SECTION B -CALCULATION OF FEDERAL GRANT**

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project Resident Engineering fees	500,969.00		500,969.00
6A. Project Construction Related Service fees			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement	5,110,446.00		5,110,446.00
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)	5,611,415.00		5,611,415.00
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)	5,611,415.00		5,611,415.00
17. Less: Ineligible Exclusions	30,500.00		30,500.00
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)	5,580,915.00		5,580,915.00
20. Federal Share requested of Line 19 (95% of 63%)	3,340,178.00		3,340,178.00
21. Eligible costs over 2009 entitlements	821,108.00		821,108.00
22. Total Federal grant requested (lines 20 & 21)	2,519,070.00		2,519,070.00
23. Grantee share	3,092,345.00		3,092,345.00
24. Other shares			
25. Total Project (Lines 22, 23 & 24)	\$ 5,611,415.00	\$	\$ 5,611,415.00

**SECTION C - EXCLUSIONS**

Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a. Project Warranty (2 <sup>nd</sup> year)	\$ 30,500.00	\$ 30,500.00
b.		
c.		
d.		
e.		
f.		
g. <b>Totals</b>	\$ 30,500.00	\$ 30,500.00

**SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE**

27. Grantee Share	\$ 3,092,345.00
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	3,092,345.00
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	
28. Other Shares	
a. State	
b. Other	
c. Total Other Shares	
29. TOTAL	\$ 3,092,345.00

**SECTION E - REMARKS**

Grantee share will be a combination of PFCs and Airport revenues, percentage to be determined.

**PART IV PROGRAM NARRATIVE (Attach - See Instructions)**

**PART IV**  
**PROGRAM NARRATIVE**  
*(Suggested Format)*

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

**PROJECT :** Air Capital Terminal 3 ACT 3, formerly TARP) Landside Utilities, Phase I and Mid-Continent Drive Relocation

**AIRPORT :** Mid-Continent Airport

**1. Objective:**

Project will relocate critical utilities to provide a clear construction site for the new terminal building and relocate Mid-Continent Drive both approaching and in front of the new terminal building site in preparation for the upcoming terminal building project.

**2. Benefits Anticipated:**

Allows for uninterrupted airport services during construction of the new terminal building.

**3. Approach :** *(See approved Scope of Work in Final Application)*

Final completion of the project is scheduled for 181calendar days, excluding sod and permanent seeding, with a tentative Notice To Proceed in late August 2009.

**4. Geographic Location:**

Wichita, Kansas (see attached map).

**5. If Applicable, Provide Additional Information:**

N/A

**6. Sponsor's Representative:** *(include address & telephone number)*

Victor White, A.A.E.  
2173 Air Cargo Road  
Wichita, KS 67209  
316-946-4700

U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM  
SPONSOR CERTIFICATION

**DRUG-FREE WORKPLACE**

Wichita Airport Authority

(Sponsor)

Mid-Continent

(Airport)

3-20-0088-60

(Project Number)

*Description of Work:*

Landside Utilities, Phase I, Mid-Continent Drive Relocation will relocate Airport utilities to provide a clear construction site for the new terminal building and relocates the primary access road both approaching and in front of the new terminal in preparation for the upcoming terminal building project.

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A statement has been <del>or will be</del> published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. An ongoing drug-free awareness program has been <del>or will be</del> established to inform employees about:			
a. The dangers of drug abuse in the workplace;			
b. The sponsor's policy of maintaining a drug-free workplace;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Any available drug counseling, rehabilitation, and employee assistance programs; and			
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.			
3. Each employee to be engaged in the performance of the work has been <del>or will be</del> given a copy of the statement required within item 1 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Employees have been <del>or will be</del> notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:			
a. Abide by the terms of the statement; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.			



- |   | Yes                                 | No                       | N/A                      |
|---|-------------------------------------|--------------------------|--------------------------|
| 5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:   |                                     |                          |                          |
| a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.  |                                     |                          |                          |
| 7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

I have prepared documentation shown below or attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified below or in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

	Location	Location	Location
Street Address:	2173 Air Cargo Road		
City:	Wichita		
State:	KS		
Zip code:	67209		

Wichita Airport Authority

Name of Sponsor

Signature of Sponsor's Designated Official Representative

Victor White, A.A.E.

Type Name of Sponsor's Designated Official Representative

Director of Airports

Typed Title of Sponsor's Designated Official Representative

8-04-08

Date of Signature

**CERTIFICATE OF TITLE**  
**FAA Central Region**

To: Manager, Safety and Standards Branch

Subject: Mid-Continent Airport ACT 3 (formerly TARP) Landside Utilities, Phase I and Mid-Continent Drive Relocation

AIP Project No. 3-20-0088-60

This certification is made to satisfy (check **both** if applicable):

- ☒ **Part II Section C.10 of the Grant Application (FAA Form 5100-100) for existing airport property**  
☐ **Grant conditions relative to satisfactory title evidence for land being acquired under this project**

The Wichita Airport Authority (hereinafter referred to as the "Sponsor"), pursuant to Section 47105(d) of the Federal Aviation Administration Authorization Act of 1994 (and amendments), hereby certifies that satisfactory property interest to the land indicated herein is vested in the Sponsor, as required by obligations of the referenced Grant Agreement with the Federal Aviation Administration.

The Sponsor hereby certifies that it holds the quality of title described below, as of the date of the attorney's title opinion on which this certification is based.

Parcel Number (Per Exhibit A)	Quality of Interest (Fee, Easement*, etc.,)
6	Fee Simple
7	Fee Simple

Parcels must be listed. Avoid simply referencing the Exhibit A Property Map. Attach additional sheets as necessary.

\*The Sponsor certifies that grantors of easements constitute all of the owners of the land affected by such easements, and they had such quality of title in and to such land as to enable them to convey the interest purported to be conveyed in and by the easements granted. No other interests or rights exist which are incompatible with or would interfere with the exercise and enjoyment by the Sponsor of the rights and interests conveyed.

Sponsor hereby certifies that the Sponsor or the Sponsor's attorney have reviewed, evaluated and subordinated to airport use where necessary, all encumbrances and that no outstanding encumbrances exist which might affect the maintenance, operation, or development of the airport.

Sponsor further certifies that if defects in the title require correction after acceptance of this Certificate of Title by the FAA, the Sponsor accepts full responsibility for clearing such defects, encumbrances, or exceptions at its own expense.

This Certificate of Title is based upon a current title opinion dated May 30, 2001 by the sponsor's attorney, Gary E. Rebenstorf.

Sponsor certifies that the title opinion referenced above corresponds with the "Exhibit A" airport property map dated April 29, 2009, AIP project number 3-20-0088-53. Although specific title evidence documents are not submitted herewith, copies of deeds and other appropriate evidence of title for the land are on file with the Sponsor and are available for inspection by the FAA.

It is understood that the FAA reserves the right to require additional information at any time.

Wichita Airport Authority  
Name of Sponsor

Director of Airports  
Signature and Title of Sponsor Official Authorized to Sign Grant Agreement

8-4-2009  
Date

## STANDARD DOT TITLE VI ASSURANCES

Wichita Airport Authority (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*) and all requirements imposed by 49 CFR Part 21, - Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Sections 21.23(e) and 21.23 (b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the sponsor with other parties:
  - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and
  - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods.
  - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or
  - (b) the period during which the sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants or Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED 8-04-2009

Wichita Airport Authority  
(Sponsor)

By \_\_\_\_\_  
(Signature of Authorized Official)

# CONTRACTOR CONTRACTUAL REQUIREMENTS

## ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued Pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS**

### **ATTACHMENT 2**

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**ASSURANCES**  
**Airport Sponsors**

---

**A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

**B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project.

**C. Sponsor Certification.** The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

**Federal Legislation**

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.<sup>2</sup>

- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1,2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49 ,U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- t. Copeland Anti kickback Act - 18 U.S.C. 874.<sup>1</sup>
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

#### **Executive Orders**

Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>  
 Executive Order 11990 - Protection of Wetlands  
 Executive Order 11988 – Flood Plain Management  
 Executive Order 12372 - Intergovernmental Review of Federal Programs.  
 Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>  
 Executive Order 12898 - Environmental Justice

#### **Federal Regulations**

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>



- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.<sup>1 2</sup>
- m. 49 CFR Part 26 - Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.<sup>1</sup>
- o. 49 CFR Part 29 - Government wide debarment and suspension (non-procurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.<sup>1</sup>

#### Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in the grant agreement.

#### 2. Responsibility and Authority of the Sponsor.

- a. **Public Agency Sponsor:** It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person

to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.** It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

4. **Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that

property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
  - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.
6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
  7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
  8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
  9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
  10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
  11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such

reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.
13. **Accounting System, Audit, and Record Keeping Requirements.**
  - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
  - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.
14. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
15. **Veteran's Preference.** It shall include in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
16. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved

plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into the grant agreement.

17. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
18. **Planning Projects.** In carrying out planning projects:
  - a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
  - b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
  - c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
  - d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
  - e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
  - f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
  - g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
  - h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.
19. **Operation and Maintenance.**
  - a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably

operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary.

In furtherance of this assurance, the sponsor will have in effect arrangements for-

- (1) Operating the airport's aeronautical facilities whenever required;
- (2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- (3) Promptly notifying airmen of any condition affecting aeronautical use of the airport.

Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

**20. Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.** It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
  - (1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - (2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non tenants and signatory carriers and non signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:
- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
  - b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.

It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations,

aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

**24. Fee and Rental Structure.** It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

**25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

**26. Reports and Inspections.** It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use



agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - (i) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - (ii) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. **Use by Government Aircraft.** It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that-

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. **Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. **Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plans and each amendment, revision, or modification thereof, shall

be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.

- 30. **Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

- 31. **Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, (1) be paid to the Secretary for deposit in the Trust Fund, or (2) be reinvested in an approved noise compatibility project as prescribed by the Secretary, including the purchase of nonresidential buildings or property in the vicinity of residential buildings or property previously purchased by the airport as part of a noise compatibility program.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (2) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

- 32. Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement **prescribed** for or by the sponsor of the airport.
- 33. Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
- 34. Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated \_\_\_\_\_ and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
- 35. Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
- 36. Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport, however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
- 37. Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure

non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

38. **Hangar Construction.** If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.
39. **Competitive Access.**
- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
    - 1. Describes the requests;
    - 2. Provides an explanation as to why the requests could not be accommodated; and
    - 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
  - b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date

**PRELIMINARY ESTIMATES  
FOR CITY COUNCIL AUGUST 4, 2009**

- a. 2009 Sanitary Sewer Reconstruction, Phase 2 (west of Hillside, north of 16th Street North) (468-84574/620537/669655) Traffic to be maintained using flagpersons and barricades. (District I) - \$41,000.00
- b. Lateral 2, Main 24 Four Mile Creek Sewer to serve Phase 2A of Monarch Landing 2nd Addition (north of 21st Street North, west of 159th Street East) (468-84433/744297/480986) Traffic to be maintained using flagpersons and barricades. (District II) - \$183,000.00
- c. Water Distribution System to serve Phase 2A of Monarch Landing 2nd Addition (north of 21st Street North, west of 159th Street East) (448-90335/735433/470106) Traffic to be maintained using flagpersons and barricades. (District II) - \$132,000.00
- d. Flutter Circle, serving Lots 1 through 9, Block 1, from the north line of 24th Street to and including the cul-de-sac to serve Phase 2A of Monarch Landing 2nd Addition (north of 21st Street North, west of 159th Street East) (472-84613/766229/490247) Traffic to be maintained using flagpersons and barricades. (District II) - \$470,000.00
- e. The cost of Hayden, Hayden Circle and Slope to serve High Point West Addition (east of 151st Street West, south of Maple). (472-84705/766219/490-237) (District IV) – Total Estimated Cost \$262,500.00

City of Wichita  
City Council Meeting  
August 4, 2009

**TO:** Mayor and City Council

**SUBJECT:** Petition to construct a Storm Water Drain in Auburn Hills 7<sup>th</sup> Addition (south of Maple, east of 135<sup>th</sup> Street West) (District V)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

-----

**Recommendation:** Approve the petition.

**Background:** The petition has been signed by one owner representing 100% of the improvement district.

**Analysis:** The project will provide a storm water drain in a new residential development located south of Maple, east of 135<sup>th</sup> Street West.

**Financial Considerations:** The petition totals \$47,000. The funding source is special assessments.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by providing for the construction of a storm water drain in a new residential development.

**Legal Considerations:** State Statutes provide that a petition is valid if signed by a majority of resident property owners or by owners of the majority of property in the improvement district.

**Recommendation/Action:** It is recommended that the City Council approve the petition, adopt the resolution and authorize the necessary signatures.

**Attachments:** Map, CIP sheet, resolution and petition.

First Published in the Wichita Eagle on August 7, 2009

RESOLUTION NO. 09-261

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING STORM WATER SEWER NO. 655 (SOUTH OF MAPLE, EAST OF 135TH ST. WEST) 468-84620 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING STORM WATER SEWER NO. 655 (SOUTH OF MAPLE, EAST OF 135TH ST. WEST) 468-84620 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve Storm Water Sewer No. 655 (south of Maple, east of 135th St. West) 468-84620.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Forty-Seven Thousand Dollars (\$47,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after July 1, 2009, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

AUBURN HILLS 7TH ADDITION

Lot 1, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis:

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block A AUBURN HILLS 7TH ADDITION shall pay 100 percent of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said

improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 4<sup>th</sup> day of August, 2009.

---

CARL BREWER, MAYOR

ATTEST:

---

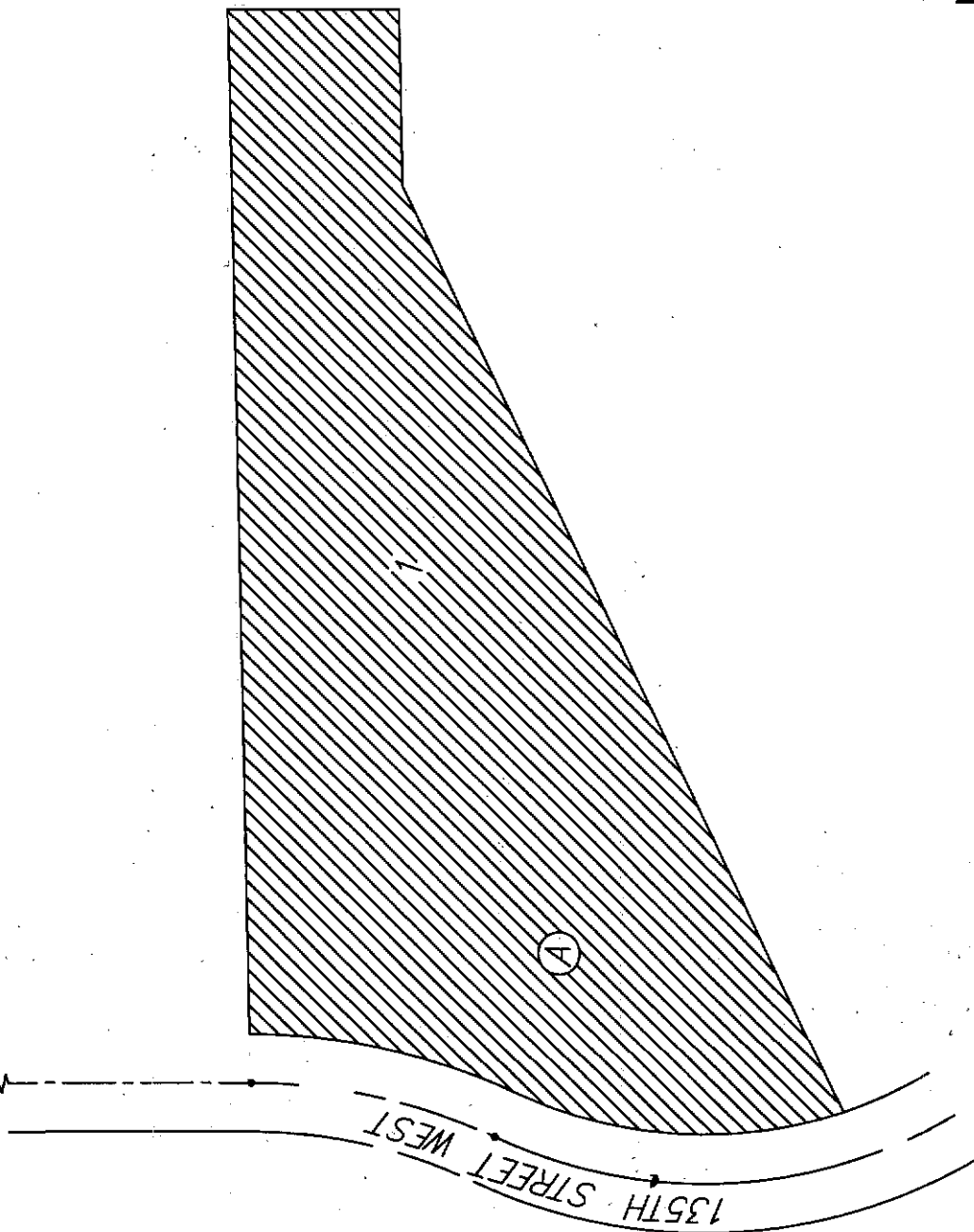
KAREN SUBLETT, CITY CLERK

(SEAL)



# AUBURN HILLS 7TH ADDITION

MAPLE (6TH STREET SOUTH)



PROPOSED IMPROVEMENT DISTRICT  
(ACTUAL ALIGNMENT TO BE  
(DETERMINED BY DESIGN ENGINEER))



# CAPITAL IMPROVEMENT

## PROJECT AUTHORIZATION

### CITY OF WICHITA

- USE:
- To Initiate Project ☒ X
- To Revise Project ☐
1. Prepare in triplicate
  2. Send original & 2 copies to budget.
  3. City Manager to sign all copies.
  4. File original w/ initiating resolution in City Clerk.
  5. Return 2nd copy to initiating department.
  6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 7/9/2009	4. Project Description & Location Storm Water Sewer for Auburn Hills 7th Addition
5. CIP Project Number NI-200424	6. Accounting Number	7. CIP Project Date (Year) 2009	8. Approved by WCC Date
9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised	
As Required			
12. Project Cost Estimate			
ITEM	GO	SA	OTHER *
Right of Way			
Paving, grading & const.			
Bridge & Culverts			
Drainage		\$47,000	
Sanitary Sewer			
Sidewalk			
Water			
Other			
Totals		\$47,000	
Total CIP Amount Budgeted			
Total Prelim. Estimate			

12A.

Platting Required	Yes	No
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition  
 \* Storm Water Utility  
 SWS 655  
 468-84620

13. Recommendation: Approve the petition and adopt the resolution

Division Head <i>Don Anderson</i>	Department Head <i>Don Anderson</i>	Budget Officer <i>Cuthbert &amp; Hille</i>	City Manager
		Date 7/17/2009	Date

**STORM WATER SEWER PETITION**

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

**AUBURN HILLS 7TH ADDITION**

Lot 1, Block A

468-84620

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as follows:

SWS 655<sup>(a)</sup>

That there be constructed a storm water sewer system to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(South of Maple,  
east of  
135th St. West)

<sup>(b)</sup> That the estimated and probable cost of the foregoing improvements being Forty-Seven Thousand Dollars (\$47,000) exclusive of the cost of interest on borrowed money, with one hundred (100%) percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata rate of 1 percent per month from and after July 1, 2009.

<sup>(c)</sup> That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvements for which the improvement district is liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block A, AUBURN HILLS 7<sup>TH</sup> ADDITION shall 100 percent of the total cost of the improvements.

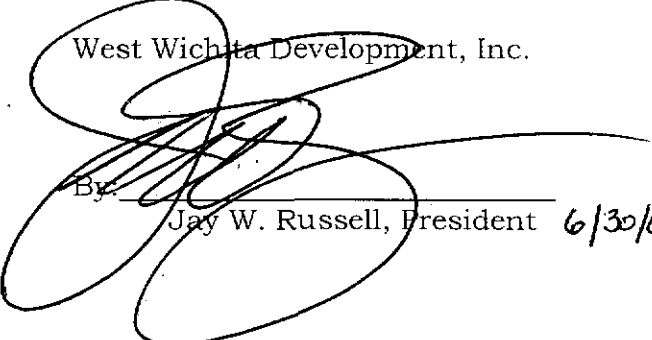
In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing; whichever occurs first.

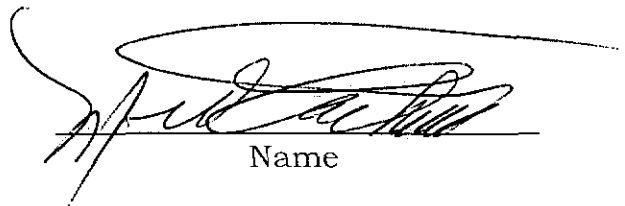
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<b><u>AUBURN HILLS 7<sup>TH</sup> ADDITION</u></b> Lot 1, Block A	 West Wichita Development, Inc. By: _____ Jay W. Russell, President	6/30/09

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.

  
Name

Baughman Company, P.A.  
315 Ellis, Wichita, KS 67211  
Address

262-7271  
Telephone No.

Sworn to and subscribed before me this 1<sup>st</sup> day of July  
2009.



  
Deputy City Clerk

City of Wichita  
City Council Meeting  
August 4, 2009

**To:** Mayor and City Council

**Subject:** Closure of the Grove Street Railroad Crossing north of 29<sup>th</sup> Street North (District I)

**Initiated By:** Department of Public Works

**Agenda:** Consent

---

**Recommendation:** Approve the closure of the Grove Street crossing north of 29<sup>th</sup> Street North.

**Background:** Ongoing negotiations with the Union Pacific Railroad (UPR) related to access needs for the Heartland Readiness Center include a request of the City of Wichita to agree to a closure of the existing, non-signalized, railroad crossing on Grove Street north of 29<sup>th</sup> Street North. Before K-96 was developed Grove Street connected 29<sup>th</sup> Street and 33<sup>rd</sup> Street west of Hillside. The construction of K-96 caused Grove Street to end on both sides of K-96. The only access to the fishing lakes east of I-135 and south of K-96 was then from 21<sup>st</sup> Street using New York Street, Hydraulic Avenue, 29<sup>th</sup> Street, and then Grove across the railroad tracks. The new access road west of Hillside, which serves the new animal center, is now completed and continues west to connect to the parking lot at the fishing lakes. On July 20, 2009, District I Advisory Board held a neighborhood meeting on the project. The Board voted 8-0 to recommend approval of the closure.

**Analysis:** The proposed design of the Heartland Readiness Center will require a portion of the site to be secured from public access. The section of 29<sup>th</sup> Street North that is adjacent to the site and connects to the Grove Street crossing will become part of this secured area and will no longer be available for public use. The present crossing on Grove Street allows traffic to cross railroad tracks at a non-signalized railroad crossing in a rail yard location where the railroad operates remotely controlled engines. UPR is asking the City to approve the crossing closure to improve safety and allow them to install additional track in this portion of their yard. This will allow the UPR to pursue more business and retain local employees. The City and the UPR will cooperate to install a permanent barricade at the north side of the railroad crossing and a temporary barricade/gate at the north end of New York Street at the west side of I-135. The closure of this crossing is part of a future agreement (presently being negotiated) between the City and UPR to allow the use of the south portion of the railroad right-of-way for the construction of a large vehicle and emergency access road connection from Hillside to the new Heartland Readiness Center.

**Financial Consideration:** The City will be responsible for the expense related to the installation of signage related to this closure, necessary fencing or blocking of the existing road at the north end of New York Street at I-135, and other issues related to the street closure. The UPR will be responsible for the removal of the existing Grove Street pavement in the limits of their right-of-way and the installation of a barricade on the north side of the existing crossing.

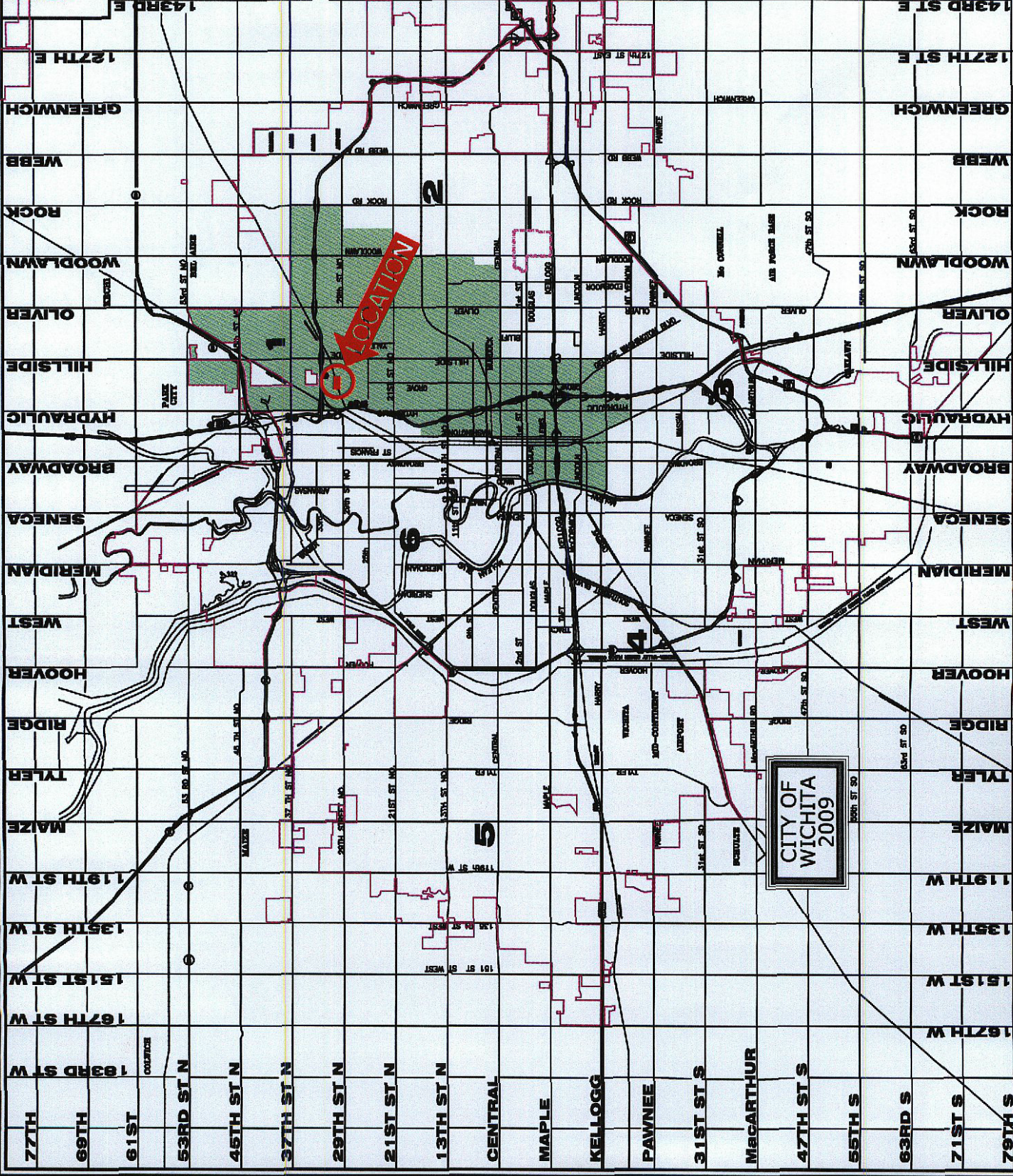
**Goal Impact:** This project addresses the Safe and Secure Community Goal by helping to maintain and improve citizen perception of public safety.

**Legal Consideration:** None

**Recommendation/Actions:** It is recommended that the City Council approve the closure of the Grove Street crossing at the north side of 29<sup>th</sup> Street North at the identified access locations.

**Attachment:** Location map





CITY OF WICHITA  
2009



City of Wichita  
City Council Meeting  
August 4, 2009

**TO:** Mayor and City Council

**SUBJECT:** Community Events – Woodland UMC 100<sup>th</sup> Anniversary  
(District VI)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

---

**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events Procedure, the event promoter Amy Lippoldt, Woodland United Methodist Church is coordinating with area home owners and making arrangements with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure request has been submitted:

**Woodland UMC 100<sup>th</sup> Anniversary August 29, 2009 1:30 pm – 4:30 pm**  
§ 15<sup>th</sup> Street North, Payne to Salina Street.

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

**Financial Consideration:** The event sponsor is responsible for all costs associated with special event.

**Goal Impact:** Enhance the Quality of Life.

**Legal Consideration:** None.

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to: (1) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (2) Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita  
City Council Meeting  
August 4, 2009

**TO:** Mayor and City Council

**SUBJECT:** Community Events – Wichita Flight Festival  
(District II)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

---

**Recommendation:** Approve the request for street closures.

**Background:** In accordance with the Community Events Procedure, the Division of Arts & Cultural Services are coordinating with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following temporary street closure request has been submitted:

**Wichita Flight Festival, August 29 & 30, 2009 Jabara Airport 3512 N. Webb Road**

- 37<sup>th</sup> Street North @ Greenwich to 43<sup>rd</sup> Street North and Webb Road

Client will arrange to remove blockades as necessary to allow emergency vehicle and property owners access during entire designated time period. Blockades will be removed immediately upon completion of the event.

**Financial Consideration:** The event sponsor is responsible for all costs associated with special event.

**Goal Impact:** Enhance the Quality of Life

**Legal Consideration:** None

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department.

City of Wichita  
City Council Meeting  
August 4, 2009

**TO:** Mayor and City Council

**SUBJECT:** Community Events – Unity NA Street Dance  
(District IV)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

---

**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events Procedure, the event promoter Julie Close, Unity Group of Narcotics Anonymous is coordinating with area home owners and making arrangements with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure request has been submitted:

**Unity NA Street Dance September 12, 2009 6:00 pm – 12:00 am**  
§ North Handley Street, 2<sup>nd</sup> Street to Kiowa Street

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

**Financial Consideration:** The event sponsor is responsible for all costs associated with special event.

**Goal Impact:** Enhance the Quality of Life.

**Legal Consideration:** None.

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to: (1) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (2) Certificate of Liability Insurance on file with the Community Events Coordinator.

**City of Wichita  
City Council Meeting  
August 4, 2009**

**TO:** Mayor and City Council

**SUBJECT:** Supplemental Agreement for Design Services for Parkstone in College Hill Addition (north of Douglas, east of Hillside) (District II)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

---

**Recommendation:** Approve the Supplemental Agreement No. 2.

**Background:** On July 17, 2007, the City entered into an agreement with Poe & Associates, Inc. for designing water, sanitary sewer and paving improvements for Parkstone in College Hill Addition, a Tax Increment Financing (TIF) district. The fee was \$79,500. On June 17, 2008, the City Council approved Supplemental No. 1 for construction engineering and staking for the paving improvements. The fee was \$278,155.

**Analysis:** After construction began, there were significant changes to the development plans, which resulted in a significant amount of additional design work. Supplemental Agreement No. 2 with Poe has been prepared to authorize the additional design services.

**Financial Considerations:** Payment to Poe for this supplemental agreement will be made on a lump sum basis of \$60,000 and will be funded by special assessments.

**Goal Impact:** This supplemental agreement addresses the Efficient Infrastructure goal by providing the engineering services needed for the construction of paving improvements in a new development. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

**Legal Considerations:** The supplemental agreement has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the supplemental agreement and authorize the necessary signatures.

**Attachments:** Supplemental Agreement No. 2.

SUPPLEMENTAL AGREEMENT NO. 2  
TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES DATED NOVEMBER 6, 2007  
BETWEEN  
THE CITY OF WICHITA, KANSAS  
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE  
"CITY"  
AND  
POE & ASSOCIATES, INC.  
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE  
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated November 6, 2007) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in **PARKSTONE IN COLLEGE HILL DEVELOPMENT** (north of Douglas, east of Hillside).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

**Additional Design Services**

**VICTOR** from Hillside Avenue to the east line of west 100 feet of the north 140 feet, College Park; **RUTAN** from Douglas to First Street and **FIRST STREET** from the west line of Lot 4, I, R&R Addition to the east line of the west 1/2 of Lot 1, Block 2, College Hill Addition (north of Douglas, east of Hillside) (Project No. 472 84571, OCA No. 766166).

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

472 84571

**\$60,000.00**

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

POE & ASSOCIATES, INC.

\_\_\_\_\_  
(Name & Title)

ATTEST:

\_\_\_\_\_



**POE & ASSOCIATES, INC.**

**CONSULTING ENGINEERS**

5940 E. Central, Suite 200  
Wichita, Kansas 67208

(316) 685-4114  
FAX: (316) 685-4444

June 3, 2009

Mr. Jim Armour, PE  
City of Wichita  
455 N. Main; 7<sup>th</sup> Floor  
Wichita, KS 67202

Att'n: Gary Janzen, PE

**RE: Design Supplement  
Project 472 84571  
Parkstone Addition**

Dear Mr. Armour:

This letter is to serve as our request for a supplemental agreement to the design contract for the paving improvements at Parkstone.

Subsequent to the development of the street plans and bid for the street improvements, the site development plans for the project have considerably changed including but not limited to, building footprints, drive locations, parking stall layout, grade changes, etc. These changes affected the previously constructed water and sewer improvements and necessitated changes to the road and appurtenant improvements. In order to address these changes, we have incurred considerable additional expense related to the redesign of a number of elements. The additional expense to us is \$60,000.

We respectfully request a supplemental agreement to our design contract to cover this expense. Please let Jim Ubert or I know if you have any questions or comments.

Respectfully,

  
Tim Austin, PE

Cc: Jim Ubert, PE

City of Wichita  
City Council Meeting  
August 4, 2009

**TO:** Mayor and City Council

**SUBJECT:** Change Order: Victor and Rutan Paving in Parkstone Addition (District II)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

-----  
**Recommendation:** Approve the change order.

**Background:** On December 9, 2008, the City Council approved a construction contract with Kansas Paving, Inc. to reconstruct Victor and Rutan in the Parkstone Addition located north of Douglas, east of Hillside. The project also includes the construction of parking lots, park amenities, ornamental lighting and street entrances to the development. Changes in the development plan were presented to City Council and the Tax Increment Financing (TIF) was amended by Council on July 7, 2009. These changes in the development plan occurred after the project was bid and resulted in increased construction quantities.

**Analysis:** A change order has been prepared for the additional work. Funding is available within the project budget.

**Financial Considerations:** The total cost of the additional work is estimated at \$391,562 with \$102,198 paid by special assessments and \$289,364 by TIF. The original contract amount is \$1,594,249. This change order represents 24.56% of the original contract amount.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by providing improvements required for a new residential and retail commercial development.

**Legal Considerations:** The Law Department has approved the change order as to legal form. The change order amount is within the 25% of construction contract cost limit set by City Council policy.

**Recommendations/Actions:** It is recommended that the City Council approve the change order and authorize the necessary signatures.

**Attachments:** Change order.



June 19, 2009  
**CHANGE ORDER**

**To:** Conspec, Inc. d/b/a/ Kansas Paving

**Project:** Victor from Hillside to the east line of Parkstone Addn; Rutan from Douglas to 1st St. & parking on the south side of 1st St. from the west line of Parkstone Addn. to the east line of Parkstone Addn (north of Douglas, east of Hillside)

**Change Order No.:** 1

**Purchase Order No.:** 801449

**CHARGE TO OCA No.:** 766166

**Project No.:** 472-84571

**OCA No.:** 766166

**PPN:** 490184

**Please perform the following extra work at a cost not to exceed \$391,562.39**

The substantial completion date for Phase I, Rutan from Douglas to Victor and Parking Lot has been changed to May 15. The remainder of the project will be completed in 95 working days from the May 15th date. All quantities have been changed from lump sum items to measured bid items due to the amount of plan problems, utility conflicts, and additional work requested by the developer.

**ADD:**

Additional Expedited Work                      1                      LS                      @                      \$391,562.39                      =                      \$391,562.39

**CIP Budget Amount: \$2,700,000.00**

**Original Contract Amt.: \$1,594,248.57**

**Consultant: Poe & Assoc.**

**Current CO Amt.: \$391,562.39**

**Total Exp. & Encum. To Date: \$1,948,761.12**

**Amt. of Previous CO's: \$0.00**

**CO Amount: \$391,562.39**

**Total of All CO's: \$391,562.39**

**Unencum. Bal. After CO: \$359,674.49**

**% of Orig. Contract / 25% Max.: 24.56%**

**Adjusted Contract Amt.: \$1,985,810.96**

**Recommended By:**

**Approved:**

\_\_\_\_\_  
Greg Baalman, P.E.                      Date  
Construction Engineer

\_\_\_\_\_  
Jim Armour, P.E.                      Date  
City Engineer

**Approved:**

**Approved:**

\_\_\_\_\_  
Contractor                      Date

\_\_\_\_\_  
Chris Carrier, P.E.                      Date  
Director of Public Works

**Approved as to Form:**

**By Order of the City Council:**

\_\_\_\_\_  
Gary Rebenstorf                      Date  
Director of Law

\_\_\_\_\_  
Carl Brewer                      Date  
Mayor

**Approved:**

**Attest:** \_\_\_\_\_  
City Clerk

**CITY OF WICHITA**  
**City Council Meeting**  
August 4, 2009

**TO:** Mayor and City Council Members

**SUBJECT:** Partial Acquisition of 15000 Block West Moscelyn for the Goddard School 2<sup>nd</sup> Addition Sanitary Sewer Project, East of 167<sup>th</sup> Street and North of West Kellogg. (District V)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

---

**Recommendation:** Approve the acquisition.

**Background:** On February 10, 2009, City Council approved the resolution authorizing construction of the sanitary sewer line to the new Goddard school complex at 167<sup>th</sup> Street West and Kellogg. This line will provide sewer service to the new schools from an existing city of Wichita main. The project will be paid for by the benefit district. There are three tracts where easements are necessary. The property in the 15000 Block of West Moscelyn is primarily agricultural land. There is a barn on the subject site but the barn is removed from the proposed easement area. The proposed easement is twenty feet wide and is parallel to the barn area. A thirty-foot temporary easement during construction is also required. One mature tree is anticipated to be impacted by the project.

**Analysis:** The proposed sanitary sewer easement consists of 4,181 square feet and the temporary is 6,316 square feet. The owner has rejected the original offer based on an estimated market value of \$3,222, which is comprised of \$0.50 per square foot for the permanent easement area, \$0.10 per square foot for the temporary. \$500 was allotted for the loss of one mature tree. After negotiations, the owner has agreed to settle for \$7,500 (or \$1.00 per square foot for the easement, \$0.45 per square foot for the temporary easement and accept the \$500 allotted for the mature tree). This is the final tract required for the project. This settlement avoids condemnation and facilitates the construction schedule for the Goddard 2010-2011 school openings.

**Financial Considerations:** A budget of \$8,100 is requested. This includes \$7,500 for the acquisition area and \$600 for administrative and filing fees. The project will be paid for through special assessments.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by providing for the construction of a new sanitary sewer in new development.

**Legal Considerations:** The Law Department has approved the easement and restrictive covenant as to form.

**Recommendations/Actions:** It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

**Attachments:** Real estate purchase agreement, tract map and aerial map.

## REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this 20 day of JULY, 2009 by and between Randall D. Rayer and Pamela S. Rayer, husband and wife, party of the First Part, hereinafter referred to as "Grantor," whether one or more, and the City of Wichita, Kansas, a municipal corporation, party of the Second Part, hereinafter referred to as "Grantee," whether one or more.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Grantor does hereby agree to sell and convey to the Grantee by a sanitary sewer easement the following described real property, situated in Sedgwick County, Kansas, to-wit:

Commencing at the southeast corner of Lot 52, Block A in Reece Farms Estates, an addition to Wichita, Sedgwick County, Kansas; Thence Bearing S89°43'51"W, along the south line of said Lot 52, a distance of 61.57 feet to the Point of Beginning; Thence continuing Bearing S89°43'51"W, along said south line, a distance of 25.03 feet to the east line of a platted Drainage and Utility Easement; Thence Bearing N41°12'12"E, along said east easement line, a distance of 37.79 feet; Thence Bearing S00°16'09"E, a distance of 28.32 feet to the Point of Beginning.

2. The Grantor does hereby agree to grant to the Grantee by a temporary easement for construction purposes the following described real property, situated in Sedgwick County, Kansas, to-wit:

Commencing at the southeast corner of Lot 52, Block A in Reece Farms Estates, an addition to Wichita, Sedgwick County, Kansas; Thence Bearing S89°43'51"W, along the south line of said Lot 52, a distance of 41.57 feet to the Point of Beginning; Thence continuing Bearing S89°43'51"W, a distance of 20.00 feet; Thence Bearing N00°16'09"W, a distance of 28.32 feet to the east line of a platted Drainage and Utility Easement; Thence Bearing N41°12'12"E, along said east easement line, a distance of 30.20 feet; Thence Bearing S00°16'09"E, a distance of 50.95 feet to the Point of Beginning.

The temporary easement for construction expires upon the earlier to occur of (i) August 31, 2010, or (ii) ninety days (90) after completion of the construction project for which this easement is acquired

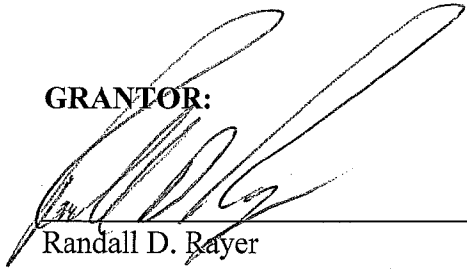
3. The Grantee hereby agrees to purchase and pay to the Grantor, as consideration for the conveyance to the Grantee the above-described real property and for any and all damages and cost-to-cure landscaping, 1 mature tree, the sum of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) in the manner following to-wit: cash at closing.
4. Grantee hereby agrees to repair, replace existing gravel driveway, whe said driveway is impacted and or disturbed as a result of construction, maintenance or repair of sanitary sewer line and said easement. The driveway will be repaired, replaced with same or like material within ninety days (90) after completion of construction for the project for which

this easement is acquired.

5. Grantee, if it elects, shall obtain the Title Evidence, a title insurance company's commitment to insure or a complete abstract of title certified to date, to the above-described real property, showing a merchantable title vested in the Grantor, subject to easements and restrictions of record is required. The Title Evidence shall be sent to the Office of Property Management for examination by the Grantee as promptly and expeditiously as possible, and it is understood and agreed that the Grantor shall have a reasonable time, but not to exceed thirty (30) days after said Title Evidence has been examined in which to correct any defects in title. If defects in title are not corrected to Grantee's satisfaction, Grantee, at Grantee's option, may cancel this contract. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Grantor and 100% by Grantee.
6. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
7. Grantor shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Grantor shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.
8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before August 10, 2009, subject to the conditions of Item 11 below.
9. Possession to be given to Grantee at closing
10. Closing costs shall be paid 100% by Grantee and 0% by Grantor.
11. Site Assessment
  - A. At any time prior to the closing of this agreement, Grantee shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, Grantee shall have the right to void this agreement upon notice to Grantor, in which event neither party shall be under any further obligation to the other, with the exception that Grantor shall return to Grantee any deposit made hereunder.
  - B. Provided, however, Grantee shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. If a site assessment is completed after the closing date set herein, then Grantee and Grantor shall close or Grantee shall advise Grantor that this agreement is being voided pursuant to said paragraph within ten (10) days of the completion of the site assessment. Grantee shall, if Grantee determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

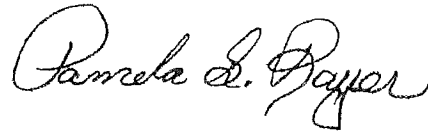
**WITNESS OUR HANDS AND SEALS** the day and year first above written.

**GRANTOR:**



---

Randall D. Rayer



---

Pamela S. Rayer

**GRANTEE:**

By Direction of the City Council

---

Carl Brewer, Mayor

**ATTEST:**

---

Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

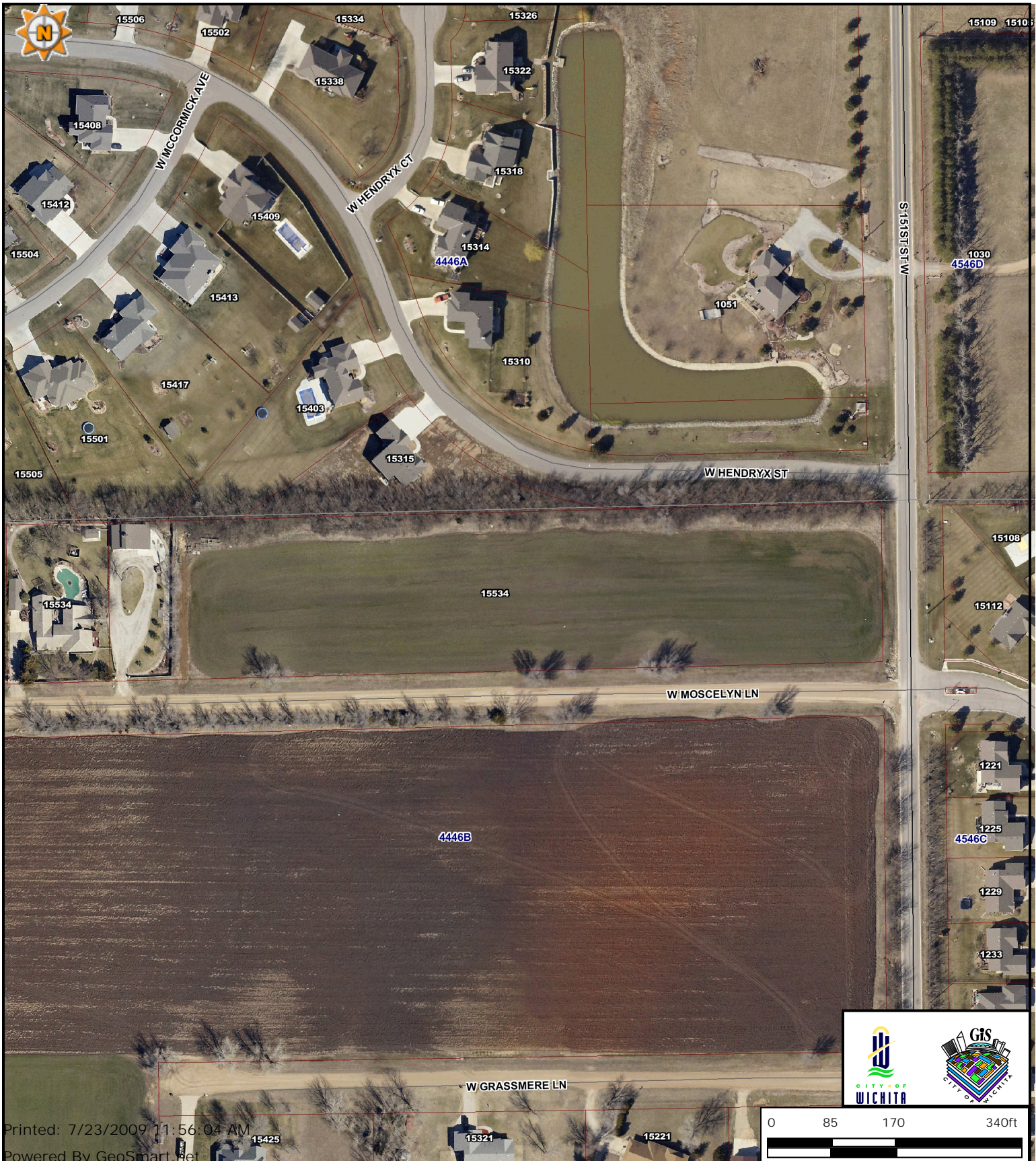
---

Gary E. Rebenstorf, Director of Law





# 15000 Block W Moscelyn



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



**CITY OF WICHITA**  
**City Council Meeting**  
August 4, 2009

**TO:** Mayor and City Council Members

**SUBJECT:** Partial Acquisition of 953 South Greenwich for the Greenwich: Harry to Kellogg Improvement Project (District II)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

---

**Recommendation:** Approve the acquisition.

**Background:** Greenwich will be widened from two lanes to four lanes and a center two-way turn land with landscaped medians. The intersection of Harry and Greenwich will be reconstructed with left turn lanes at all four approaches. A storm water sewer will be constructed and sidewalks will be built along both the east and west side of Greenwich. The 90-acre property at 953 S. Greenwich consists of three parcels. The property is zoned rural residential. The portion of the property near Greenwich Road is vacant pastureland, however; the drop water structure, or weir, and perimeter fencing are impacted. It is necessary to obtain a temporary construction easement across all three parcels totaling 15,372 square feet. A 3,250 square foot permanent drainage easement is also required at the existing drainage structure.

**Analysis:** The property owner accepted the estimated market offer of \$1,485 (or \$0.22 per square foot for the permanent easement and \$0.05 per square foot for the temporary easement) however; the \$8,000 estimate for the fence was rejected. For \$15,390 the owner has agreed to \$500 as compensation for a mature tree and \$13,405 to reset the impacted perimeter fence to allow construction and reinstall said fence after construction. The \$13,405 is based on an actual work estimate and does not include that portion of the fence at the weir or drainage easement area. The cost for this portion of the fence will be reimbursed, as a relocation expense, upon completion of the city's drainage work at this particular location.

**Financial Considerations:** The funding sources for the project are General Obligation Bonds and Federal Grants. A budget of \$21,090 is requested. This includes \$15,390 for the acquisition, \$5,000 for relocation expenses and \$700 for closing costs and title insurance.

**Goal Impact:** The acquisition of this parcel is necessary to ensure efficient infrastructure of roads and storm water drainage through a developed part of the City.

**Legal Considerations:** The Law Department has approved the contract as to form.

**Recommendations/Actions:** It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

**Attachments:** Real estate purchase agreement, tract maps, permanent easement, temporary construction easement and aerial map.



# 953 South Greenwich

## Starr Property



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



## REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this 15 day of July, 2009 by and between Kathleen Lankin Starr, party of the First Part, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, Kansas, a municipal corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to convey to the Buyer by a perpetual easement the following described real property, situated in Sedgwick County, Kansas, to-wit:

A tract in the SEQ Section 28, Township 27 South, Range 2 East of the 6<sup>th</sup> PM, Sedgwick County, KS, described as: Commencing at the NE corner of said SEQ; thence on an assumed bearing of S00°49'21"E a distance of 253.39 feet to a point on the East line of said SEQ; thence S89°10'39"W a distance of 50 feet to the point of beginning; thence S00°49'21"E a distance of 130 feet; thence S89°10'39"W a distance of 25 feet; thence N00°49'21"W a distance of 130 feet; thence N89°10'39"E a distance of 25 feet, more or less, to the point of beginning, said tract containing 3250 square feet, more or less, for the purposes of constructing, reconstructing, widening, improving, draining and maintaining a drainage easement.

And

The Seller does hereby agree to convey to the Buyer by a temporary easement during construction for the following described real property, situated in Sedgwick County, Kansas, to-wit:

The west 10 feet of the east 60 feet of a tract described as: beginning at the SE corner North half, North half, SEQ, Section 28, Township 27 South, Range 2 East of the 6<sup>th</sup> PM., Sedgwick County, KS; thence west 1662.02 feet; thence north 439 feet; thence east 111 feet; thence north 225.57 feet; thence east 1551.02 feet; thence south 664.14 feet to point of beginning, except permanent drainage easement thereof.

A tract described as: the west 20 feet of the east 70 feet of the south 270.80 feet of the NEQ, Section 28, Township 27 South, Range 2 East of the 6<sup>th</sup> PM, Sedgwick County, KS.

The west 5 feet of the east 55 feet of a tract described as: beginning at the SE corner of the N half, SEQ, Section 28, Township 27 South, Range 2 East of the 6<sup>th</sup> PM, Sedgwick County, KS; thence west 55 feet; thence north 663.06 feet; thence east 55 feet; thence south 663.06 feet to the point of beginning.

2. The Buyer hereby agrees to purchase and pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of Fifteen Thousand Three Hundred Ninety Dollars and Zero Cents (\$15,390.00) in the manner following to-wit: cash at closing


3. Buyer, at its discretion, may obtain a title insurance company's commitment to insure or a complete abstract of title certified to date, to the above-described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record. The Title Evidence shall be sent to the Office of Property Management for the City of Wichita for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time, but not to exceed thirty (30) days after said Title Evidence has been examined in which to correct any defects in title. If defects in title are not corrected to Buyer's satisfaction, Buyer, at Buyer's option, may cancel this contract. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), and interest, if any shall be adjusted and prorated as of the closing date. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.
6. The Seller further agrees to convey the above-described premises with all the improvements located thereon, except for fence, and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.
7. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.
8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before July 31, 2009 subject to the conditions of Item 11 below.
9. Possession to be given to Buyer at closing
10. Closing costs shall be paid 100% by Buyer and 0% by Seller.
11. Site Assessment
  - A. At any time prior to the closing of this agreement, Buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, Buyer shall have the right to void this agreement upon notice to Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.
  - B. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. If a site assessment is completed after the closing date set herein, then Buyer and Seller shall close or Buyer shall advise Seller that this agreement is being voided pursuant to said paragraph within

ten (10) days of the completion of the site assessment. Buyer shall, if Buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

12. Buyer agrees to compensate, reimburse Seller entitled costs, per the 49 CFR Part 24, for resetting, replacing fence within the permanent drainage easement within 18 months from acquisition.

**WITNESS OUR HANDS AND SEALS** the day and year first above written.

**SELLER:**

  
Kathleen Lankin Starr

**BUYER:**

By Direction of the City Council

\_\_\_\_\_  
Carl Brewer, Mayor

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law



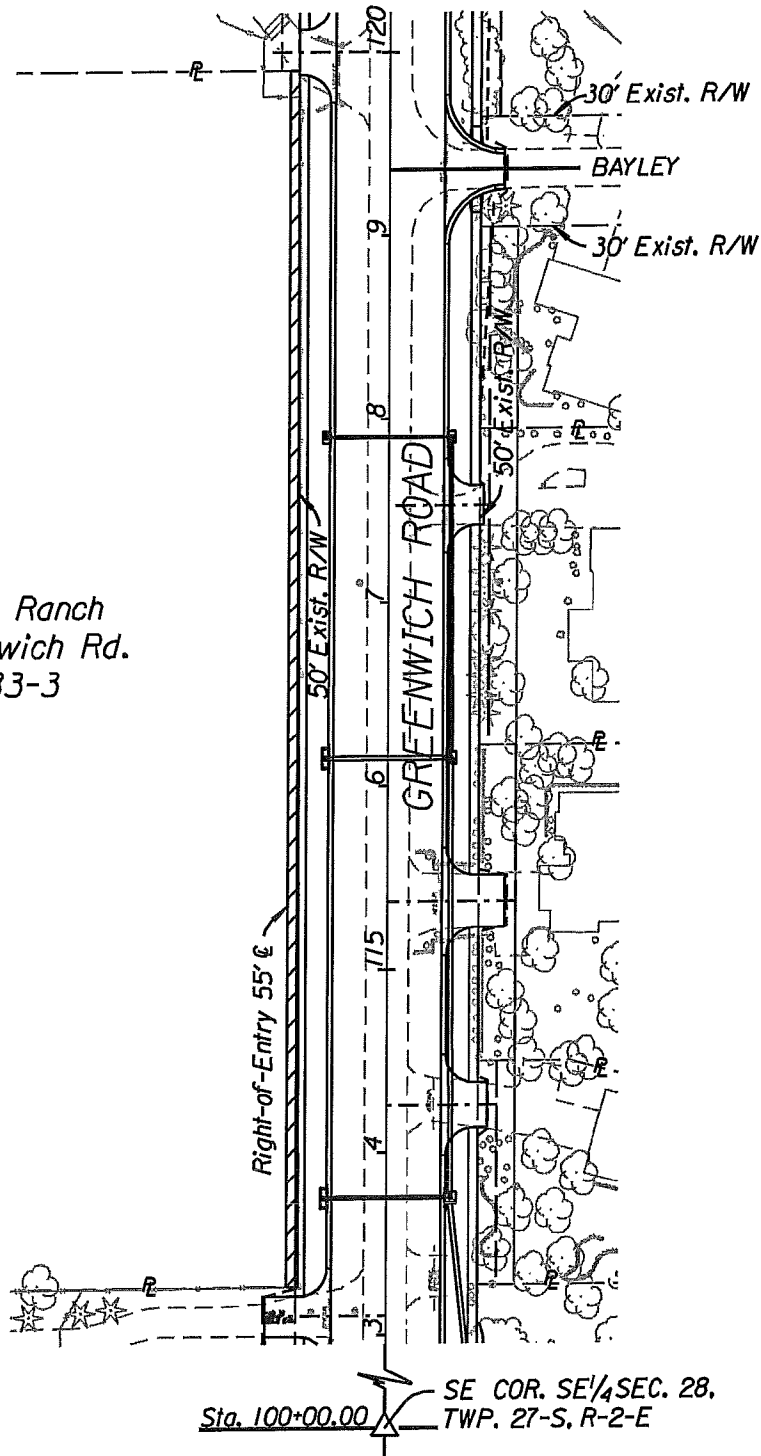
# PARSONS BRINCKERHOFF

225 N. MARKET  
WICHITA, KS 67202

Job Number 35751A

Date 3-28-08

Red Bee Ranch  
S. Greenwich Rd.  
MI-183-3



Right-of-Entry

MI-183-3

The West 5.00 feet of the East 55.00 feet of a tract described as: beginning at the SE Corner  $N\frac{1}{2}$  SE $\frac{1}{4}$  Section 28, T-27-S, R-2-E of the 6th Principal Meridian, Wichita, Sedgwick County, Kansas; thence West 55.00 feet; thence North 663.06 feet; thence East 55.00 feet; thence South 663.06 feet; to the point of beginning.



# PARSONS BRINCKERHOFF

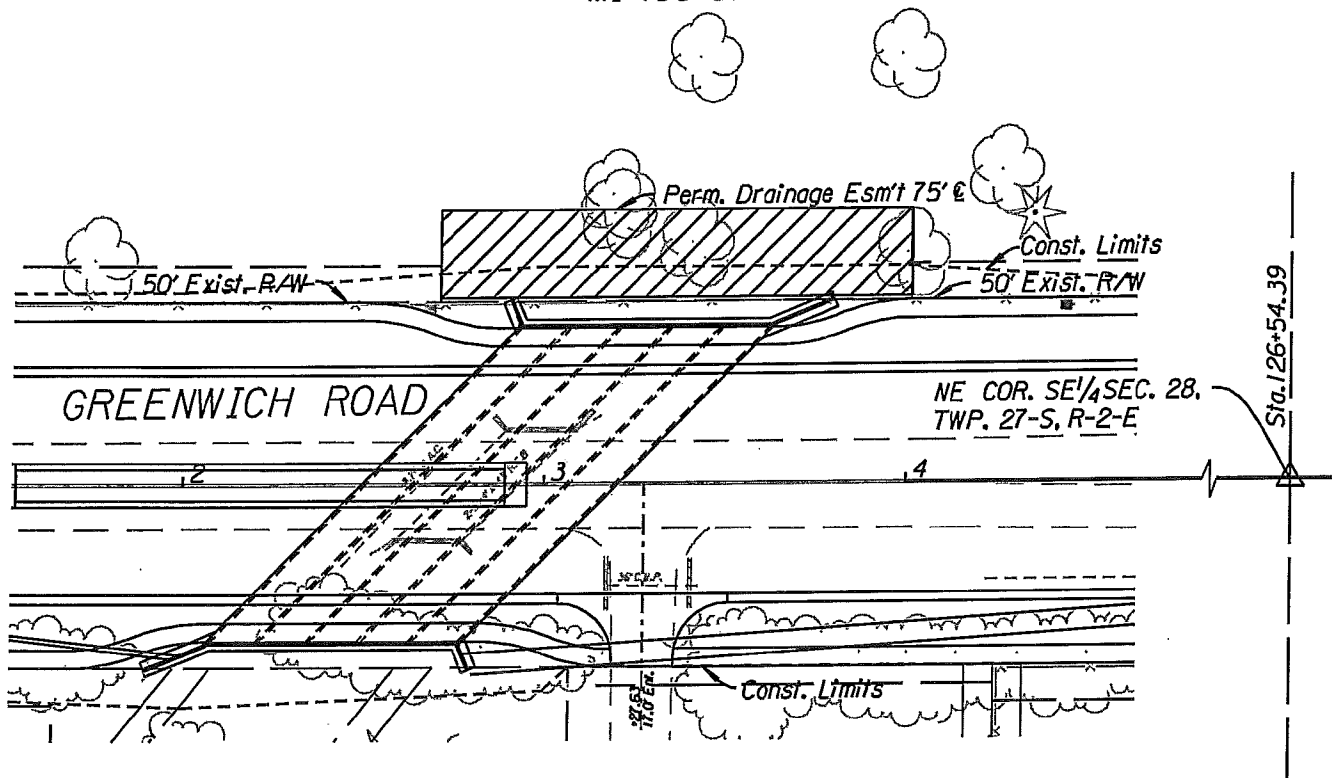
225 N. MARKET  
WICHITA, KS 67202

Job Number

35751A

Date 2-6-08

Starr, Kathleen Lankin  
953 S. Greenwich Rd.  
MI-183-3A



## Permanent Drainage Easement

### MI-183-3A

A tract in the SE  $\frac{1}{4}$  Section 28, Township 27 South, Range 2 East of the 6th Principal Meridian, Sedgwick County, Kansas, described as: commencing at the NE corner of said SE  $\frac{1}{4}$ ; thence on an assumed bearing of S  $00^{\circ}-49'-21''$  E a distance of 253.39 feet to a point on the East line of said SE  $\frac{1}{4}$ ; thence S  $89^{\circ}-10'-39''$  W a distance of 50.00 feet to the point of beginning; thence S  $00^{\circ}-49'-21''$  E a distance of 130.00 feet; thence S  $89^{\circ}-10'-39''$  W a distance of 25.00 feet; thence N  $00^{\circ}-49'-21''$  W a distance of 130.00 feet; thence N  $89^{\circ}-10'-39''$  E a distance of 25.00 feet, more or less, to the point of beginning, said tract containing 3250 square feet, more or less, for the purposes of constructing, reconstructing, widening, improving, draining and maintaining a road or highway.

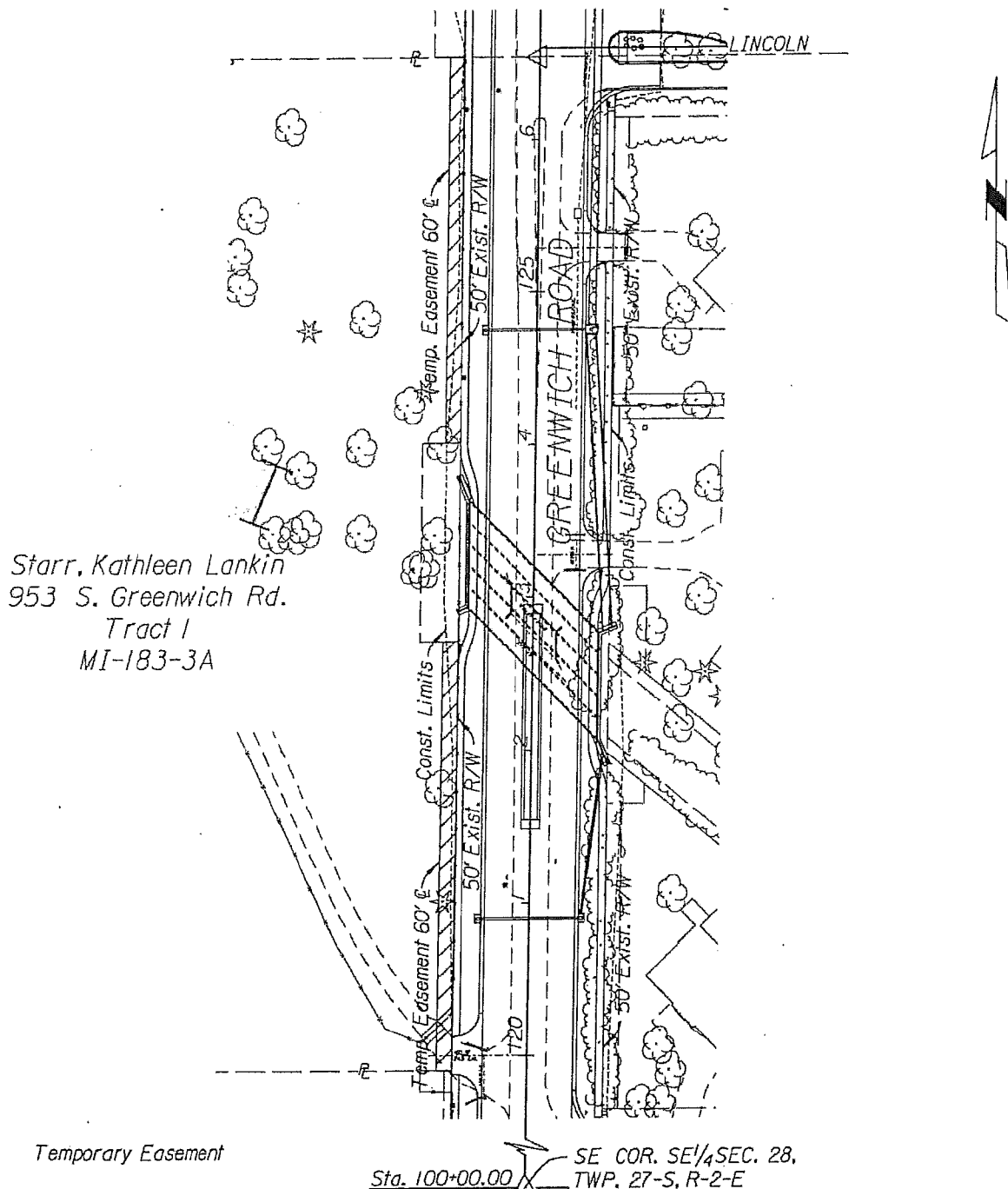


# PARSONS BRINCKERHOFF

225 N. MARKET  
WICHITA, KS 67202

Job Number 35751A

Date 9-29-08



Starr, Kathleen Lankin  
953 S. Greenwich Rd.  
Tract I  
MI-183-3A

Temporary Easement

MI-183-3A

The West 10.00 feet of the East 60.00 feet of a tract described as: beginning at the SE Corner  $N\frac{1}{2}$   $N\frac{1}{2}$   $SE\frac{1}{4}$  Section 28, T-27-S, R-2-E of the 6th Principal Meridian, Wichita, Sedgwick County, Kansas; thence West 1662.02 feet; thence North 439.00 feet; thence East 111.00 feet; thence North 225.57 feet; thence East 1551.02 feet; thence South 664.14 feet to point of beginning, except permanent drainage easement thereof.



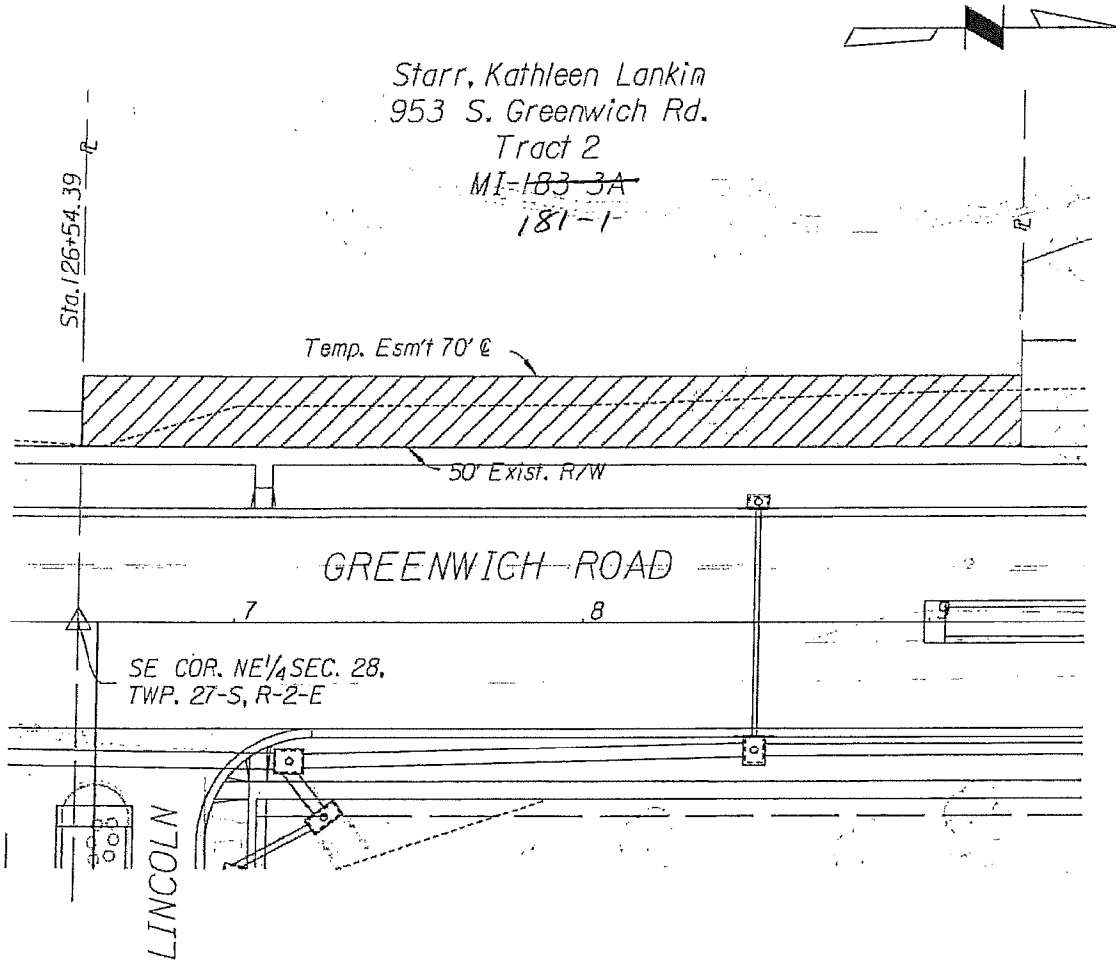
# PARSONS BRINCKERHOFF

225 N. MARKET  
WICHITA, KS 67202

Job Number 

3	5	7	5	1	A
---	---	---	---	---	---

Date 9-29-08



## Temporary Easement

MI-181-3A 1

A tract described as: the West 20.00 feet of the East 70.00 feet of the South 270.80 feet of the NE 1/4, Section 28, T-27-S, R-2-E of the 6th Principal Meridian, Wichita, Sedgwick County, Kansas.



## PERMANENT DRAINAGE EASEMENT

THIS EASEMENT made this 15 day of July, 2009 by and between Kathleen Lankin Starr, herein referred to as "Grantor(s)", and the City of Wichita, Kansas, a municipal corporation, successors and assigns, herein referred to as "Grantee(s)".

WITNESSETH: That the said Grantor, in consideration of the sum of One Dollar and no/100 (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said Grantee a permanent drainage easement for the purpose of performing drainage work over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

A tract in the SEQ Section 28, Township 27 South, Range 2 East of the 6<sup>th</sup> PM, Sedgwick County, KS, described as: Commencing at the NE corner of said SEQ; thence on an assumed bearing of S00°49'21"E a distance of 253.39 feet to a point on the East line of said SEQ; thence S89°10'39"W a distance of 50 feet to the point of beginning; thence S00°49'21"E a distance of 130 feet; thence S89°10'39"W a distance of 25 feet; thence N00°49'21"W a distance of 130 feet; thence N89°10'39"E a distance of 25 feet, more or less, to the point of beginning, said tract containing 3250 square feet, more or less, for the purposes of constructing, reconstructing, widening, improving, draining and maintaining a drainage easement.

The Grantee hereby covenants and agrees to indemnify, protect, and save harmless the Grantor, its successors and assigns, of, from, against and in respect of all liabilities, losses, claims, damages, punitive damages, causes of action, lawsuits, demands, judgments, settlement payments and costs and expenses caused by or arising out of the use of the premises by the Grantee, its employees, successors and assigns.

The Grantee is hereby granted the right to enter upon said premises at any time for the purpose of performing drainage work and associated site work.

IN WITNESS WHEREOF: Grantor(s) have signed these presents the day and year first written.

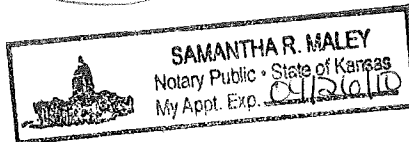
Kathleen Lankin Starr  
Kathleen Lankin Starr

STATE OF KANSAS     )  
                                  ) ss:  
SEDGWICK COUNTY    )

On 15<sup>th</sup> day of July, 2009, this easement was acknowledged before me  
by Kathleen Lankin Starr.

Samantha R. Maley  
Notary Public

My Commission expires: April 26, 2010



## TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this 15 day of July, 2009 by and between Kathleen Lankin Starr, herein referred to as "Grantor(s)", and the City of Wichita, Kansas, a municipal corporation, successors and assigns, herein referred to as "Grantee(s)".

WITNESSETH: That the said Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said Grantee a temporary construction easement for the purpose of performing drainage work over together with road or highway right-of-way associated work, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

The west 10 feet of the east 60 feet of a tract described as: beginning at the SE corner North half, North half, SEQ, Section 28, Township 27 South, Range 2 East of the 6<sup>th</sup> PM., Sedgwick County, KS; thence west 1662.02 feet; thence north 439 feet; thence east 111 feet; thence north 225.57 feet; thence east 1551.02 feet; thence south 664.14 feet to point of beginning, except permanent drainage easement thereof.

And

A tract described as: the west 20 feet of the east 70 feet of the south 270.80 feet of the NEQ, Section 28, Township 27 South, Range 2 East of the 6<sup>th</sup> PM, Sedgwick County, KS.

And

The west 5 feet of the east 55 feet of a tract described as: beginning at the SE corner of the N half, SEQ, Section 28, Township 27 South, Range 2 East of the 6<sup>th</sup> PM, Sedgwick County, KS; thence west 55 feet; thence north 663.06 feet; thence east 55 feet; thence south 663.06 feet to the point of beginning.

The Grantee hereby covenants and agrees to indemnify, protect, and save harmless the Grantor, its successors and assigns, of, from, against and in respect of all liabilities, losses, claims, damages, punitive damages, causes of action, lawsuits, demands, judgments, settlement payments and costs and expenses caused by or arising out of the use of the premises by the Grantee, its employees, successors and assigns.

The Grantee is hereby granted the right to enter upon said premises at any time for the purpose of performing drainage work and associated site work for a period not to exceed two years from the date above written or three months of the completion of the project, whichever is sooner.

IN WITNESS WHEREOF: Grantor(s) have signed these presents the day and year first written.

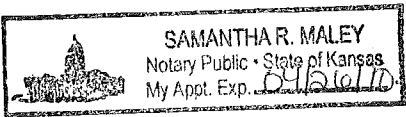
Kathleen Lankin Starr  
Kathleen Lankin Starr

STATE OF KANSAS           )  
  ) ss:  
SEDGWICK COUNTY        )

On 15<sup>th</sup> day of July, 2009, this easement was acknowledged before me  
by Kathleen Lankin Starr

Samantha R. Maley  
Notary Public

My Commission expires: April 26, 2010



**CITY OF WICHITA**  
**City Council Meeting**  
August 4, 2009

**TO:** Mayor and City Council Members

**SUBJECT:** Partial Acquisition of Vacant Land South of 3560 South Topeka for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (District III)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

---

**Recommendation:** Approve the acquisition.

**Background:** In 2007 the City of Wichita and Sedgwick County entered into an agreement with FEMA whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meets FEMA standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such segment is located immediately south of 3560 South Topeka. This property is currently vacant and zoned single-family.

**Analysis:** The project requires a permanent easement across the east 35 feet of the property located immediately south of 3560 South Topeka. The easement will impact trees and interior fencing but no structures are located within the easement area. The easement consists of 6,266 square feet. The owner rejected the estimated market offer of \$2,400, or \$1,566 (\$0.25 per square foot) for the easement and \$834 for fencing and trees. The owner has agreed to convey the necessary easement for \$3,600. The additional \$1,200 is for the removal of the mature trees and windbreak. The proposed settlement is reasonable and prudent.

**Financial Considerations:** The funding source for the project is General Obligation Bonds. A budget of \$4,000 is requested. This includes \$3,600 for the acquisition and \$400 for closing costs and title insurance.

**Goal Impact:** The acquisition of this parcel is necessary to ensure efficient infrastructure by improving storm water issues in a major residential area.

**Legal Considerations:** The Law Department has approved the easement as to form.

**Recommendations/Actions:** It is recommended that the City Council; 1) Approve the budget; 2) Accept the easement and 3) Authorize the necessary signatures.

**Attachments:** Permanent easement, tract map and aerial map.



# Vacant Land South of 3560 S Topeka

Gene Campbell et al



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



## ***FLOOD PROTECTION LEVEE EASEMENT***

### **KNOW ALL PERSON BY THESE PRESENTS:**

That

Gene M. Campbell and Barbara J. Campbell, a married couple

(hereinafter called "Grantor") in consideration of the sum of

Three thousand six hundred and no/100 dollars (\$3,600.00) and other good and valuable considerations, to be paid by the City of Wichita, Kansas, the receipt of which is hereby acknowledged by the Grantor, does hereby sell, grant, and convey unto the **CITY OF WICHITA, KANSAS**, a municipal corporation, (hereinafter called "City"), a permanent easement and exclusive occupancy and possession forever of, through, and over and upon the following tract of land in Sedgwick County, Kansas, for the purpose of construction, maintenance, repair, operation, and patrol (through, over and upon the same) of works for the prevention, control, mitigation of flood or flood hazards upon or along the Arkansas River or the tributaries thereof, including (without limitation of the generality of the foregoing language) the digging and construction of channels for the passage of control of water, the construction of levees and control structures, the right of subjacent support including all appurtenances thereto, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines, over, on, under and upon and across the following described real estate:

See Exhibit "A" ATTACHED HERETO AND MADE A PART HEREOF

This Easement shall be subject to the following terms and conditions:

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor and its successors and assigns shall not erect any structure, building, or fence over or within the Easement Areas.
2. **CHANGE IN GRADE PROHIBITED.** Grantor and its successors and assigns shall not change the grade, elevation or contour of any part of the Easement Area.
3. **EASEMENT RUNS WITH LAND.** This Easement shall be perpetual, permanent and runs with the land and shall be binding on Grantor and on Grantor's successors and assigns.
4. **ACCESS TO THE AREA OF THE EASEMENT PROHIBITED.** Access to the area of the easement by the Grantor and Grantor's heirs and assigns is prohibited.

Grantor does **HEREBY COVENANT** with the City that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to **WARRANT AND DEFEND** the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Dated this 16<sup>th</sup> day of July, 2009

Gene M. Campbell  
Gene M. Campbell

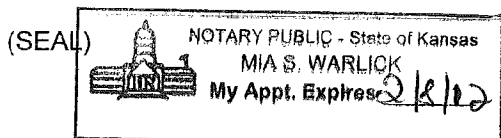
Barbara J. Campbell  
Barbara J. Campbell

STATE OF Kansas )  
COUNTY OF Sedgwick )SS

I, Mia S. Warlick, a Notary Public in and for said County and State, DO  
HEREBY CERTIFY that

Gene M. Campbell and Barbara J. Campbell, a married couple  
who is/ are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/hers/their free and voluntary act, for uses and purposes therein set forth.

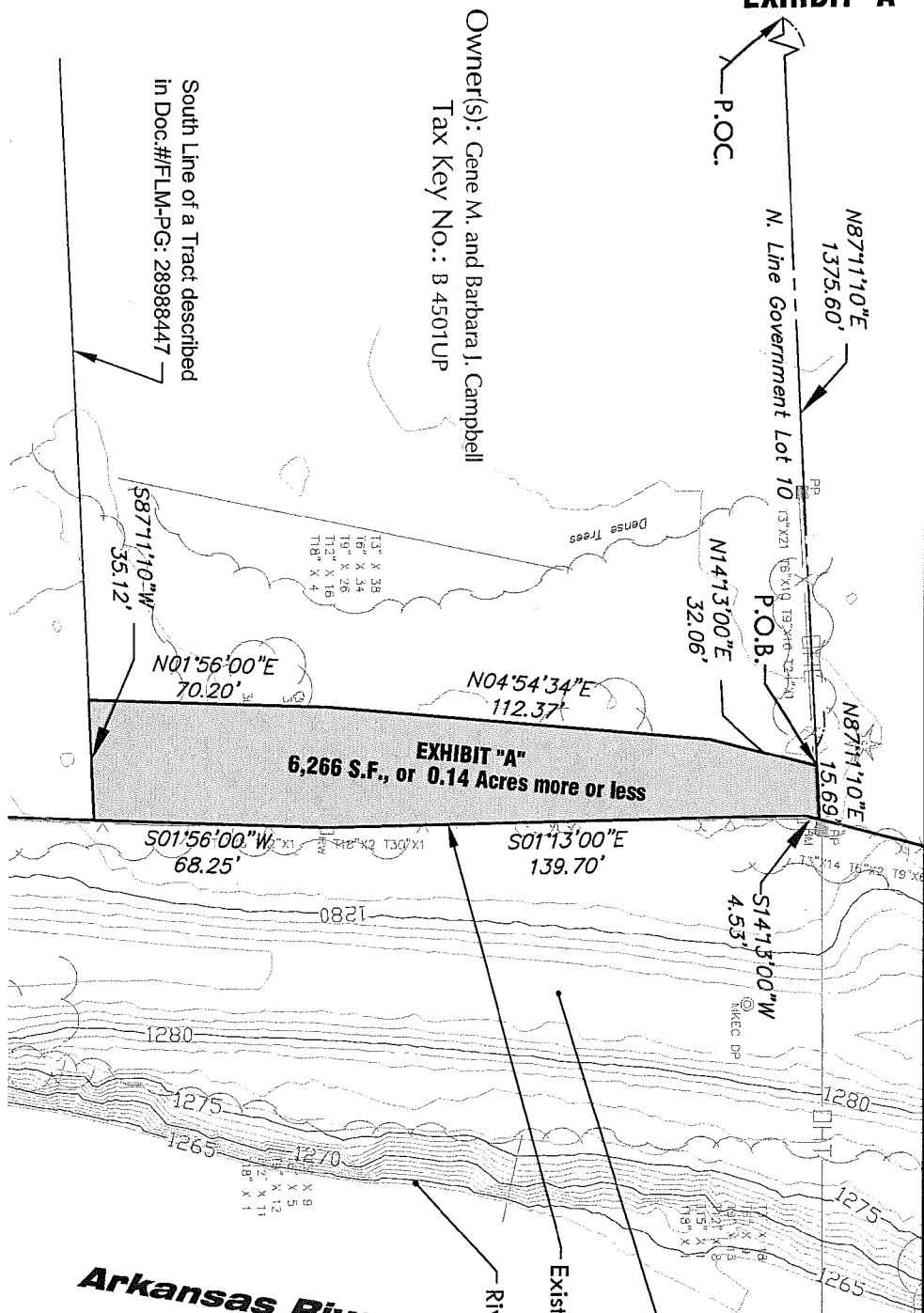
Given under my hand and Notarial Seal this 16<sup>th</sup> day of July, A.D. 2009



Mia S. Warlick  
Mia S. Warlick NOTARY PUBLIC



# EXHIBIT "A"



**CITY OF WICHITA**  
**City Council Meeting**  
August 4, 2009

**TO:** Mayor and City Council Members

**SUBJECT:** Partial Acquisition of Vacant Land at 6002 South Minnesota for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (District III)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

---

**Recommendation:** Accept the dedication.

**Background:** In 2007 the City of Wichita and Sedgwick County entered into an agreement with FEMA whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meets FEMA standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such segment is located at 6002 South Minnesota. The subject property is located west of the levee and behind residences on the East side of Minnesota near 60<sup>th</sup> Street South. The property is currently vacant and zoned single-family residential.

**Analysis:** The project requires a floodway right-of-way easement across the east 60 feet of the property located at 6002 South Minnesota. There is 82,521 square feet in the floodway right-of-way easement. A temporary easement during construction is also required consisting of 105,930 square feet. The floodway right-of-way easement will impact trees and interior fencing. No structures are located within the two easement areas. Fencing along the floodway right-of-way will be replaced as part of the project. The owner has agreed to dedicate the necessary easements.

**Financial Considerations:** The funding source for the project is General Obligation Bonds. A budget of \$500 is requested. The budget is for acquisition related fees and recording costs.

**Goal Impact:** The acquisition of this parcel is necessary to ensure efficient infrastructure by improving storm water issues in a major residential area.

**Legal Considerations:** The Law Department has approved the dedication and easement as to form.

**Recommendations/Actions:** It is recommended that the City Council; 1) Approve the Budget and 2) Approve and Accept the dedication and temporary easement.

**Attachments:** Right of way dedication, temporary easement, tract map and aerial map.



# 6002 South Minnesota



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



**DEDICATION**

FROM ALL MEN BY THESE PRESENTS:

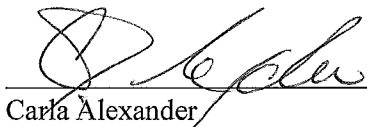
That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned,

being the owners of the following described real estate in Sedgwick County, Kansas, to-wit:

Attached as Exhibit "A"

does hereby dedicate the above-described real estate to the City of Wichita, KS, a Municipal Corporation.

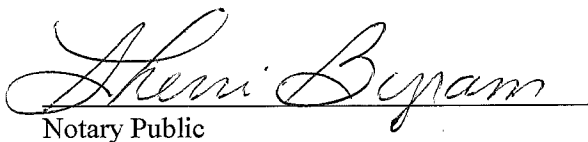
Executed this 7 day of July, 2009.

  
\_\_\_\_\_  
Carla Alexander

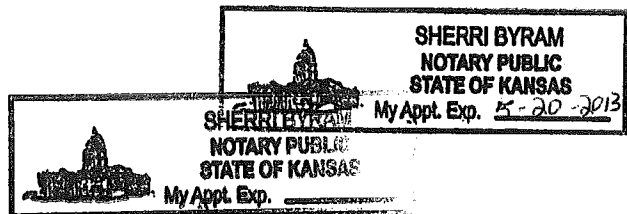
STATE OF KANSAS            )  
                                      ) ss:  
SEDGWICK COUNTY         )

BE IT REMEMBERED, that on this 7 day of July, 2009, came  
Carla Alexander to me personally known to be the  
same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 5-20-2013



**EXHIBIT "A"**

82,521 S.F., or 1.89 Acres more or less

Top of Levee

Existing right-of-way

Top of Road

S49°46'01"E 180.94'

S35°39'05"E 176.99'

S20°58'21"E 127.25'

S14°45'14"E 1018.14'

N14°48'58"W 1185.75'

N89°56'49"W 44.02'

S88°59'49"W 15.43'

Owner(s): Carla Alexander  
Tax Key No.: C 532-1 UP

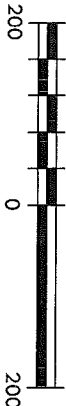
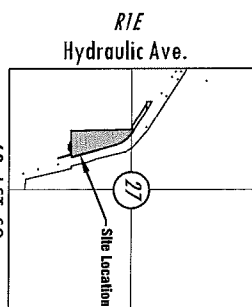
### DESCRIPTION OF "Floodway Right-of-Way"

A tract of land for Floodway Right of Way lying in a portion of the Southeast Quarter of the Northwest Quarter and a portion of the Northeast Quarter of the Southwest Quarter of Section 27, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, being more particularly described as follows:

**COMMENCING** at the Northwest corner of said Southwest Quarter Section 27, thence along the north line of said Northwest Quarter on a Kansas coordinate system 1983 south zone bearing of N88°53.41'E, 1320.44 feet to the **POINT OF BEGINNING**; said point being the northwest corner of the Northeast Quarter of said Southwest Quarter; thence along the west line of said Southeast Quarter of the Northwest Quarter N01°09.33'W, 53.15 feet to the west line of existing Flood Control right of way as described in District Court Case A-48670; thence along the existing Flood Control right of way for the following six courses, 1) thence S72°23.46'E, 48.94 feet; 2) thence S49.46°01'E, 180.94 feet; 3) thence S35°39.05'E, 176.99 feet; 4) thence S20°58.21'E, 127.25 feet; 5) thence S14°45.14'E, 1018.14 feet; 6) thence N89°56.49'W, 44.02 feet; thence along the north line of Orchard View Addition an Addition to Sedgewick County, Kansas S88°59.49'W, 15.43 feet; thence N14°48.58'W, 1185.75 feet; thence N51°53.26'W, 291.08 feet to the **POINT OF BEGINNING**.

Said tract of land contains 82,521 square feet or 1.89 acres, more or less

P3



*This tract exhibit does not constitute a boundary survey.*

**EXHIBIT "A"**

**MIKEC**  
ENGINEERING  
CONSULTANTS, INC.

**TITLE**  
**TRACT Map - C 532-1 UP**  
**Carla Alexander**

**SHEET NAME**  
**Levee P - WVLFPF**

**PROJECT - 07866**      *Prepared: May, 2009*  
**2009 Wichita Valley Center Local Flood Protection Project**

## TEMPORARY CONSTRUCTION EASEMENT

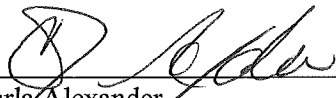
THIS EASEMENT made this 7<sup>th</sup> day of July, 2009, by and between Carla Alexander, party of the first part, and the City of Wichita, Kansas, a Municipal Corporation, party of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar and No Cents (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party, a temporary right-of-way for the purpose of constructing, maintaining, and repairing road right-of-way, over, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

Attached as Exhibit "A"

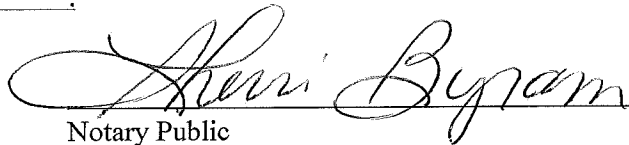
And said second party, heirs and assigns is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such levee improvements for a period of three years from the date this easement is executed. This temporary easement shall expire automatically at the end of construction or at three years from execution of said document, whichever comes first.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

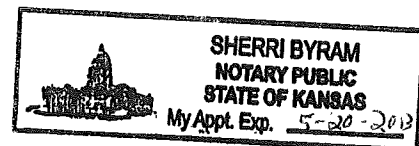
  
\_\_\_\_\_  
Carla Alexander

STATE OF KANSAS     )  
                                  ) ss:  
SEDGWICK COUNTY    )

This instrument was acknowledged before me on 7 day of July, 2009 by Carla Alexander.

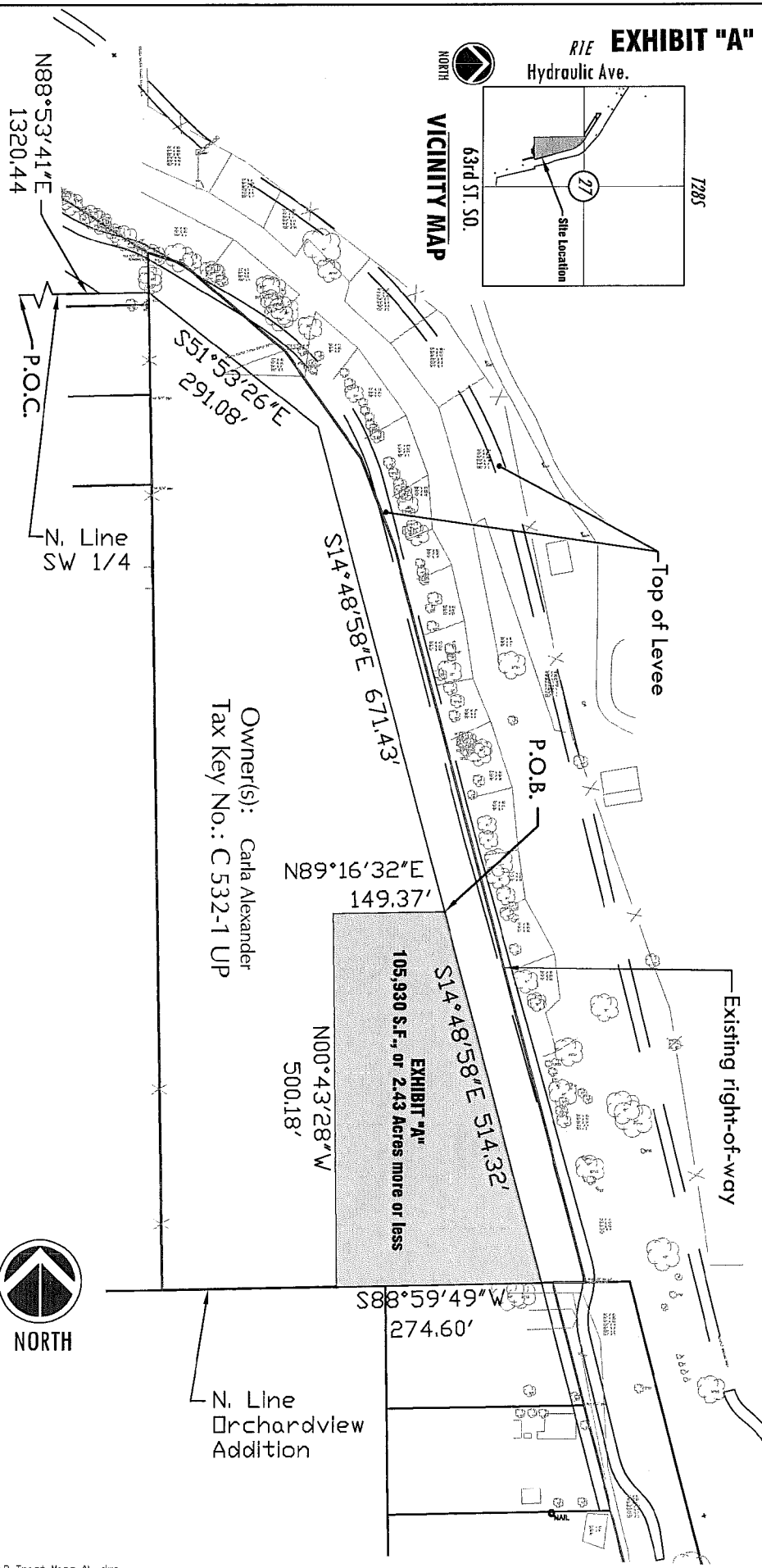
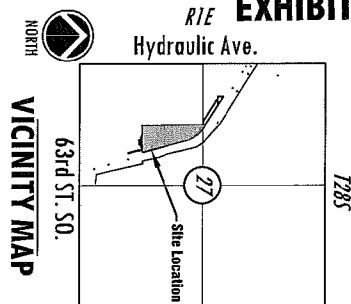
  
\_\_\_\_\_  
Notary Public

My Commission Expires: 5-20-2013



# EXHIBIT "A"

R/E Hydraulic Ave.



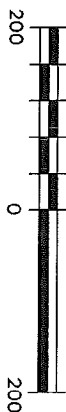
## DESCRIPTION OF "Temporary Construction Easement"

A tract of land for Temporary Construction Easement lying in a portion of the Northeast Quarter of the Southwest Quarter of Section 27, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, being more particularly described as follows:

**COMMENCING** at the Northwest corner of said Southwest Quarter Section 27; thence along the north line of said Southwest Quarter on a Kansas coordinate system 1983 south zone bearing of N88°53'41"E, 1320.44 feet; thence S61°53'26"E, 291.08 feet; thence S14°48'58"E, 671.43 feet to the **POINT OF BEGINNING**; thence S14°48'58"E, 514.32 feet to the north line of Orchard View Addition an Addition to Sedgwick County, Kansas; thence along the north line of said Orchard View Addition S88°59'49"W, 274.60 feet; thence N00°43'28"W, 500.18 feet; thence N89°16'32"E, 149.37 feet to the **POINT OF BEGINNING**.

Said tract of land contains 105,930 square feet or 2.43 acres, more or less.

Owner(s): Carla Alexander  
Tax Key No.: C 532-1 UP



## EXHIBIT "A"

TITLE  
TRACT Map - C 532-1 UP  
Carla Alexander

SHEET NAME

Levee P - WVLFP

PROJECT - 07866 Prepared: May, 2009  
2009 Wichita Valley Center Local Flood Protection Project

**MKEC**  
ENGINEERING  
CONSULTANTS, INC.

411 N. WEBB ROAD  
WICHITA, KS. 67106  
316 - 604 - 9600  
WWW.MKEC.COM

P6

This tract exhibit does not constitute a boundary survey.

**CITY OF WICHITA**  
**City Council Meeting**  
August 4, 2009

**TO:** Mayor and City Council Members

**SUBJECT:** Partial Acquisition of Vacant Land at 3560 South Topeka for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (District III)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

---

**Recommendation:** Approve the acquisition.

**Background:** In 2007 the City of Wichita and Sedgwick County entered into an agreement with FEMA whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meets FEMA standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such segment is located at 3560 South Topeka. This property is currently vacant and zoned single-family.

**Analysis:** The project requires a permanent easement across the east 35 feet of the property located at 3560 South Topeka. The easement will impact trees and interior fencing but no structures are located within the easement area. The easement consists of 5,409 square feet. The owner rejected the estimated market offer of \$3,400, or \$1,352 (\$0.25 per square foot) for the easement and \$2,048 for fencing and trees. The owner has agreed to convey the necessary easement for \$4,200. The additional \$1,200 is for the removal of the mature trees. The proposed settlement is reasonable and prudent.

**Financial Considerations:** The funding source for the project is General Obligation Bonds. A budget of \$4,600 is requested. This includes \$4,200 for the acquisition and \$400 for closing costs and title insurance.

**Goal Impact:** The acquisition of this parcel is necessary to ensure efficient infrastructure by improving storm water issues in a major residential area.

**Legal Considerations:** The Law Department has approved the easement as to form.

**Recommendations/Actions:** It is recommended that the City Council; 1) Approve the budget; 2) Accept the easement and 3) Authorize the necessary signatures.

**Attachments:** Permanent easement, tract map and aerial map.



Charles Campbell et al



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



## ***FLOOD PROTECTION LEVEE EASEMENT***

### **KNOW ALL PERSON BY THESE PRESENTS:**

That

Charles M. Campbell and Marilyn E. Campbell, a married couple

(hereinafter called "Grantor") in consideration of the sum of

Four thousand six hundred and no/100 dollars (\$4,600.00) and other good and valuable considerations, to be paid by the City of Wichita, Kansas, the receipt of which is hereby acknowledged by the Grantor, does hereby sell, grant, and convey unto the **CITY OF WICHITA, KANSAS**, a municipal corporation, (hereinafter called "City"), a permanent easement and exclusive occupancy and possession forever of, through, and over and upon the following tract of land in Sedgwick County, Kansas, for the purpose of construction, maintenance, repair, operation, and patrol (through, over and upon the same) of works for the prevention, control, mitigation of flood or flood hazards upon or along the Arkansas River or the tributaries thereof, including (without limitation of the generality of the foregoing language) the digging and construction of channels for the passage of control of water, the construction of levees and control structures, the right of subjacent support including all appurtenances thereto, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines, over, on, under and upon and across the following described real estate:

See Exhibit "A" ATTACHED HERETO AND MADE A PART HEREOF

This Easement shall be subject to the following terms and conditions:

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor and its successors and assigns shall not erect any structure, building, or fence over or within the Easement Areas.
2. **CHANGE IN GRADE PROHIBITED.** Grantor and its successors and assigns shall not change the grade, elevation or contour of any part of the Easement Area.
3. **EASEMENT RUNS WITH LAND.** This Easement shall be perpetual, permanent and runs with the land and shall be binding on Grantor and on Grantor's successors and assigns.
4. **ACCESS TO THE AREA OF THE EASEMENT PROHIBITED.** Access to the area of the easement by the Grantor and Grantor's heirs and assigns is prohibited.

Grantor does **HEREBY COVENANT** with the City that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to **WARRANT AND DEFEND** the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Dated this 14<sup>th</sup> day of July, 2009

Charles M. Campbell  
Charles M. Campbell

Marilyn E. Campbell  
Marilyn E. Campbell

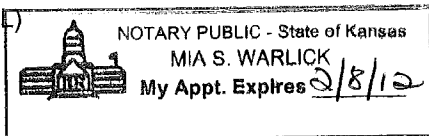
STATE OF Kansas)  
COUNTY OF Sedgewick)SS

I, Mia S. Warlick, a Notary Public in and for said County and State, DO  
HEREBY CERTIFY that

Charles M. Campbell and Marilyn E. Campbell, a married couple  
who is/ are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/hers/their free and voluntary act, for uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14<sup>th</sup> day of July, A.D. 2009

(SEAL)

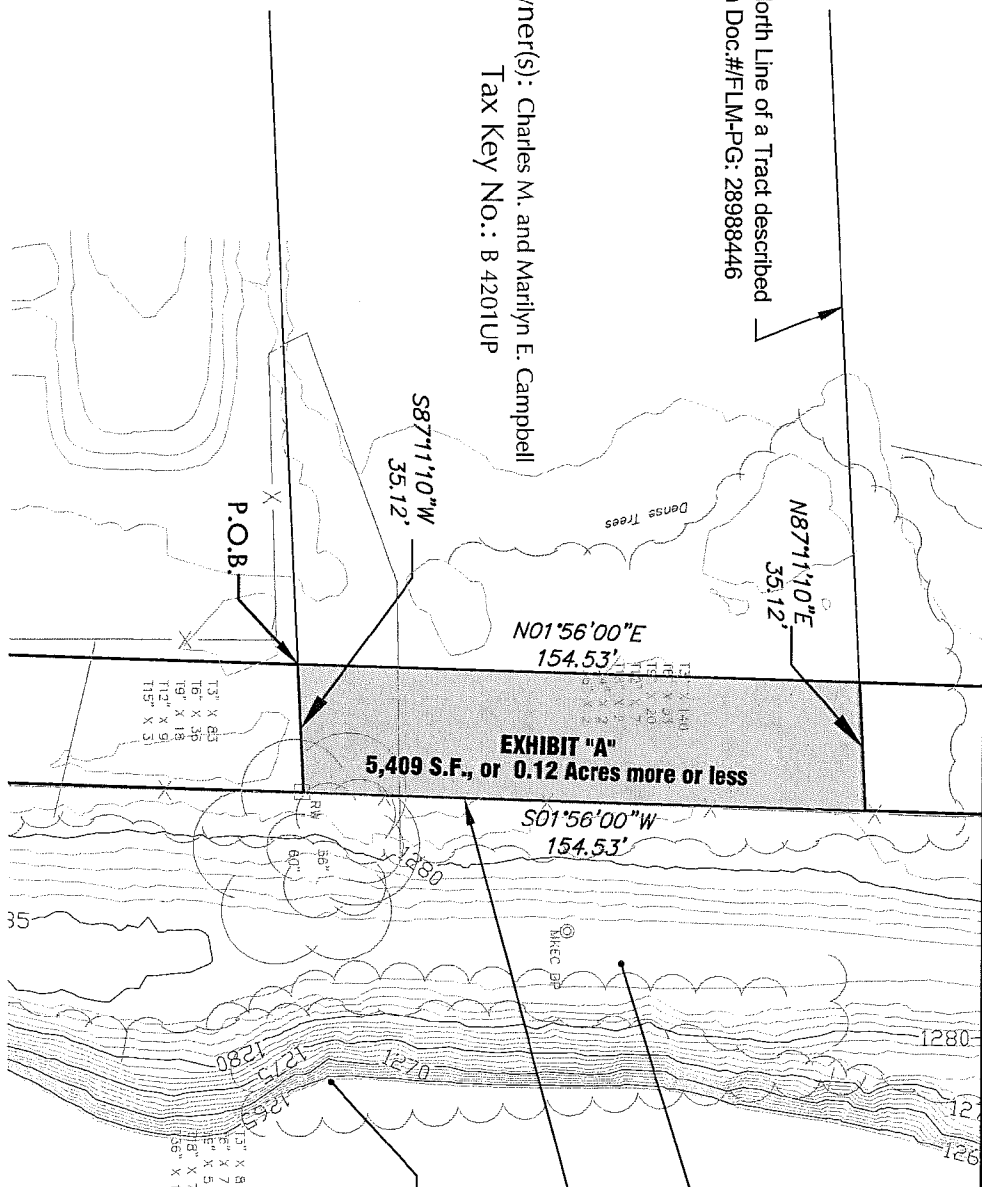


Mia S. Warlick  
Mia S. Warlick NOTARY PUBLIC

# EXHIBIT "A"

North Line of a Tract described  
in Doc.#FLM-PG: 28988446

Owner(s): Charles M. and Marilyn E. Campbell  
Tax Key No.: B 4201UP



## DESCRIPTION OF "Floodway Right-of-Way"

A tract of land for Floodway Right of Way lying in a portion of Government Lot 10, in the Southwest Quarter of Section 9, Township 28 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgewick County, Kansas; said tract being further described as follows:

**COMMENCING** at the northwest corner of said Government Lot 10 as established by Sedgewick County District Court Case Number 19897; thence along the west line of said Government Lot 10 on a Kansas coordinate system 1983 south zone bearing of 500°57'42"E, 20.50 feet to the northwest corner of said Southwest Quarter; thence S02°10'20"E, 345.53 feet along the west line of said Southwest Quarter; thence N87°11'0"E, 1337.04 feet parallel with the north line of said Government Lot 10 to the **POINT OF BEGINNING**; thence N01°56'00"E, 154.53 feet to the north line of a tract of land described in DOC.#FLM-PG: 28988446 as recorded in the Sedgewick County Register of Deeds Office; thence N87°11'0"E, 35.12 feet along said north line to the west line of the existing Flood Control right of way as described in District Court Case A-48670, said point being the northeast corner of said tract of land; thence S01°56'00"W, 154.53 feet along said right of way to the southeast corner of said tract of land; thence S87°11'0"W, 35.12 feet along the south line of said tract of land to the **POINT OF BEGINNING**.

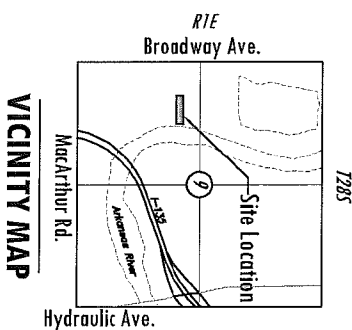
Said tract of land contains 5,409 square feet or 0.12 acres, more or less.

**Arkansas River**

Riverbank

Existing right-of-way  
by: District Court Case A-48670

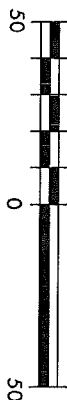
Top of Levee



**VICINITY MAP**



**NORTH**



This tract exhibit does not constitute a boundary survey.

## EXHIBIT "A"

**TRACT Map - B 4201UP**

**Charles M. and Marilyn E. Campbell**

**SHEET NAME**

**Levee 5 - WVLFPF**

**PROJECT - 07866** Prepared: April, 2009  
316 - 684 - 9600  
W W W . m k e c . c o m  
8009 Wichita Valley Center Local Flood Protection Project

**S2**

**CITY OF WICHITA**  
**City Council Meeting**  
August 4, 2009

**TO:** Mayor and City Council Members

**SUBJECT:** Acquisition by Dedication of a Portion of Parcel Located at the Southwest Quadrant of 47<sup>th</sup> Street South and I-135 for the I-135/47<sup>th</sup> Street South Interchange Project (District III)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

-----

----

**Recommendation:** Approve the acquisition through dedication.

**Background:** On April 7, 2009, City Council approved funding to acquire right of way for a project to improve the interchange of 47<sup>th</sup> Street South and I-135 and 47<sup>th</sup> Street South from Lulu to Broadway. The project will provide a center left turn lane, reconstruct the interchange, improve storm drainage and improve access to adjoining properties. The Kansas Department of Transportation will administer the construction of the project utilizing Federal money. The project requires the partial acquisition of nine tracts. One of the partial acquisitions is from the property at the southwest quadrant of 47<sup>th</sup> Street South and I-135 and involves an easement for highway purposes and access control. The property is zoned limited commercial and residential with about 51 acres. It is currently unplatted and undeveloped.

**Analysis:** The project requires a 3,212.8 square foot triangular parcel from the northernmost portion of the site. In addition, there will be no access to 47<sup>th</sup> Street except from a to-be constructed intersection at the eastern portion of the site. Existing access shall remain in place until the construction of the intersection.

**Financial Considerations:** A budget of \$1,500 is requested for closing costs, title and other acquisition related fees. The City's share of project acquisition will be paid by general obligation bonds.

**Goal Impact:** The acquisition of these parcels is necessary to ensure efficient infrastructure.

**Legal Considerations:** The Law Department has approved the contract as to form.

**Recommendation/Action:** It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Contract to Convey a Permanent Easement and Grant Access Control and 3) Authorize the necessary signatures.

**Attachments:** Tract map, real estate purchase agreement and aerial map.

PROJECT: I-135/KTA/47TH ST INTERCHANGE

TRACT NUMBER: 17 DATE: 03/06/2009

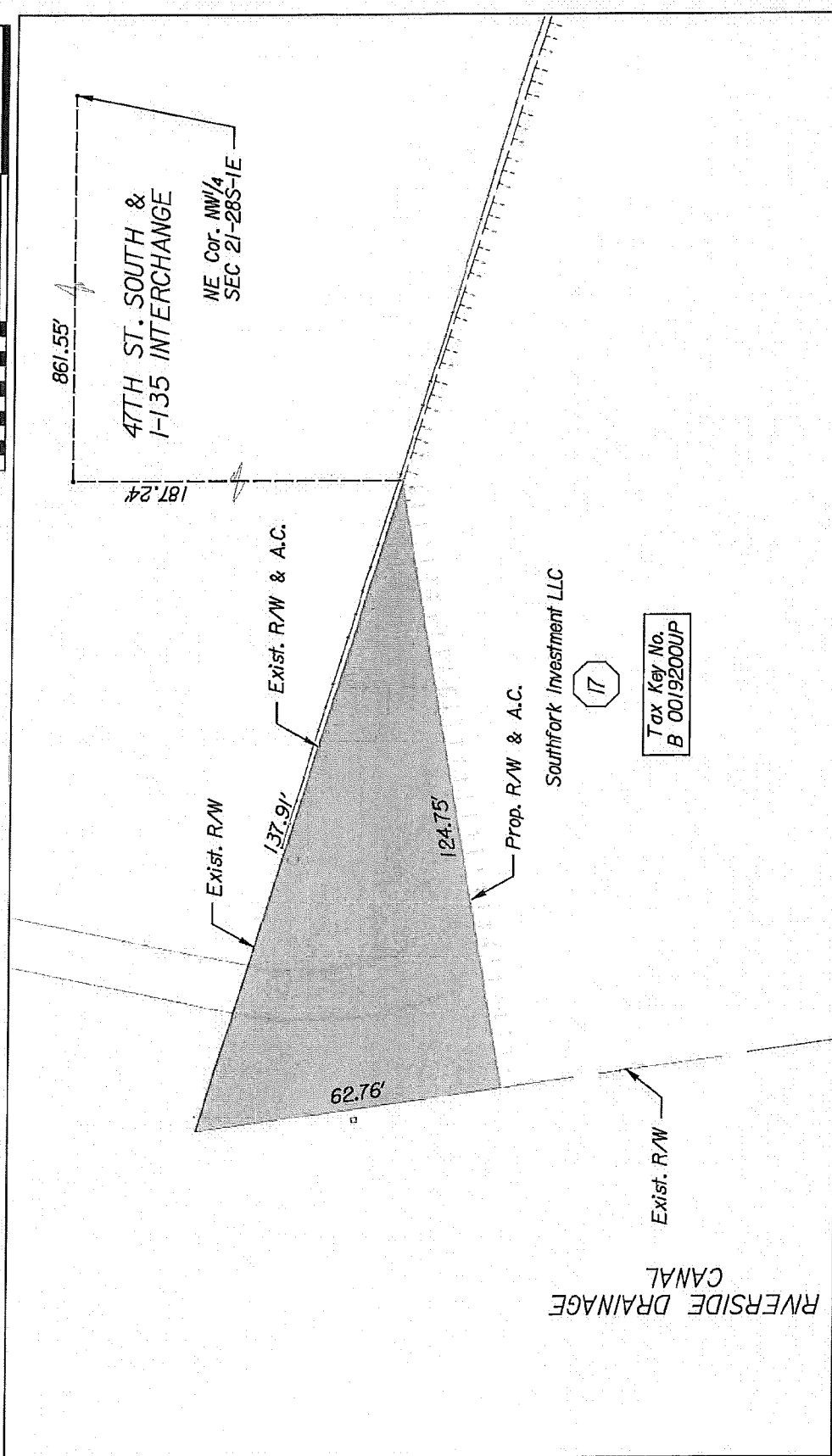
SHEET: 1 of 1

**HNTB**

**LEGEND:**

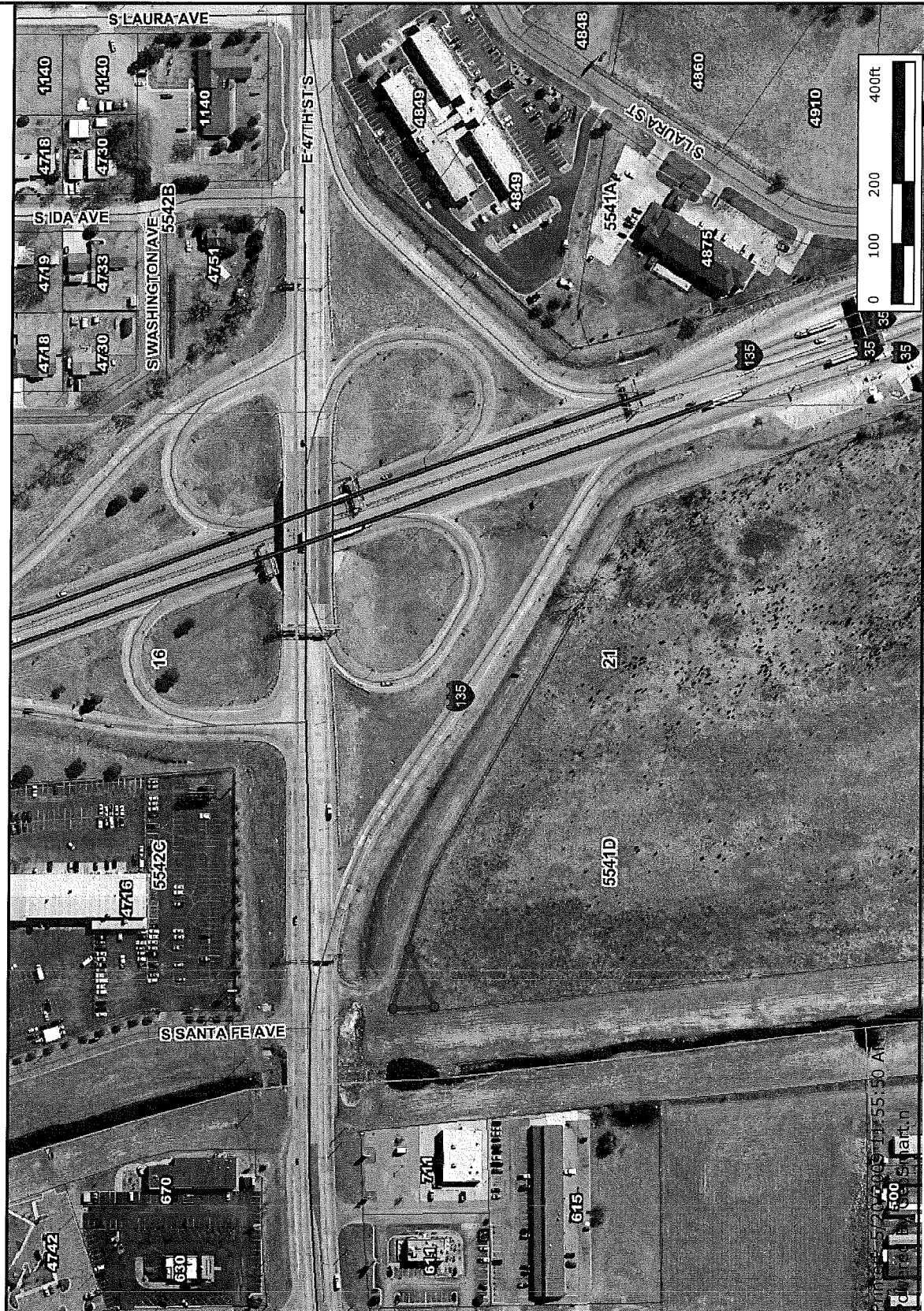
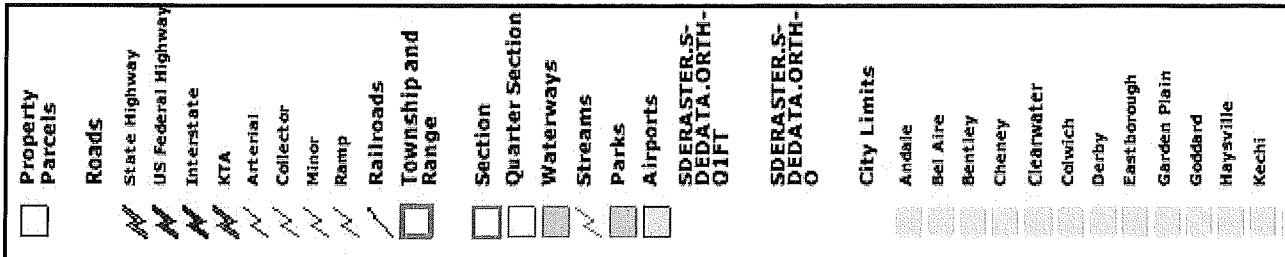
Proposed Right of Way  
(3,212.8 SQ. FT.)  
Proposed Access Control  
(Additional 46.9 L.F.)

SCALE





# Southfork



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

PROJECT: 47th Street an I135 Interchange  
COUNTY: Sedgwick

DATE: 05/29/2009  
TRACT NO.: 20

THE CITY OF WICHITA, KANSAS

CONTRACT TO CONVEY A PERMANENT EASEMENT AND GRANT ACCESS CONTROL

THIS AGREEMENT Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between

SOUTHFORK INVESTMENT, L.L.C  
1634 EAST CENTRAL, WICHITA, KS 67214

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey a permanent easement for highway purposes to the City of Wichita over, under, through and across the following described real estate in the County of Sedgwick, State of Kansas, to wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property.

The City of Wichita agrees to make payment of the aforementioned sums of money within 60 days of receipt of fully executed documents, including any and all necessary releases, subject to the approval of title by the City of Wichita.

Furthermore, Landowner shall grant, relinquish and convey all abutter's rights of access to and from 47th Street South, over and across the following described line, to wit:

**SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF**

However, the Parties expressly agree that notwithstanding the rights of access to 47<sup>th</sup> Street granted, relinquished and conveyed by this Agreement, Landowner shall continue to enjoy use of the ingress and egress point to 47th Street South presently used along the North line of Property, as depicted in "EXHIBIT C" attached hereto and incorporated herein by reference, until the date of completion of the intersection of US Highway 81 (47th Street) with the improved I-135 on and off ramp. The City of Wichita shall have sole authority to determine the date of which completion of the intersection of US Highway 81 (47th Street) with the improved I-135 on and off ramp occurs.



Once said intersection is completed, access control described in EXHIBIT B shall be enforced and Landowner shall enjoy access through an opening for ingress and egress solely to 47th Street South over, under, through and across an access break legally described as follows, to wit:

**SEE EXHIBIT "D" ATTACHED HERETO AND MADE A PART HEREOF**

Said opening for ingress and egress solely to 47th Street South over, under, through and across an access break being depicted in "Attachment E", attached hereto and incorporated herein by reference.

Said release of access control shall be accomplished via a quit claim deed to the landowner(s), said deed to be held by the City until such time as the City has determined that the intersection of US Highway 81 (47th Street) with the improved I-135 on and off ramp referenced above has been completed.

Furthermore, once said intersection is completed Landowner shall bear all costs for, but not limited to, design, engineering, materials, labor, construction, and any necessary permitting, associated with connecting the Property at the access break, legally described above in Attachment D, to any Public road.

**Compensation**

Approximately 3,912.8 Sq. Ft. for a permanent easement for highway purposes and all related purposes along with a grant of access control.

Landowner hereby freely and voluntarily waives any right to have the required property appraised and to receive compensation in the full amount of the approved appraisal. Landowner desires to donate the necessary easement and access control.

Said donation to include any and all damages including any and all diminution in value to remaining property of the Landowner and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS: SOUTHFORK INVESTMENT, L.L.C

By: \_\_\_\_\_  
JAY S. MAXWELL, PRESIDENT

By: \_\_\_\_\_

THE CITY OF WICHITA

Attest:

By: \_\_\_\_\_

By: \_\_\_\_\_

Carl Brewer, Mayor

Karen Sublett, City Clerk

## MEMORANDA

Exact and full name of owner, as name appears of record:  
SOUTHFORK INVESTMENT, L.L.C

If mortgage or other liens, show names of holders:

Intrust Bank, N.A.

REMARKS:

PIN/APN

Security Title File Number

APPROVED TO FORM:

---

Gary E. Rebenstorf, Director of Law

## EXHIBIT 'A'

### Right of Way

That portion of the Northwest Quarter of Section 21, Township 28 South, Range 1 East, of the 6th P.M., in the City of Wichita, Sedgwick County, Kansas, described as follows:

Commencing at the Northeast corner of said Northwest Quarter; thence  $S89^{\circ}31'13''W$  along the North line of said Northwest Quarter, a distance of 861.55 feet; thence  $S00^{\circ}28'47''E$ , a distance of 187.24 feet to a point on the South right of way line of 47TH Street South, said point being the True Point of Beginning; thence  $N72^{\circ}40'54''W$  along said South right of way line, a distance of 137.91 feet to a point on the East line of the Riverside Drainage Canal; thence  $S07^{\circ}58'18''E$  along said East line, a distance of 62.76 feet; thence  $N80^{\circ}15'50''E$ , a distance of 124.75 feet to the True Point of Beginning containing 3,912.8 square feet, more or less.

## EXHIBIT "B"

### ACCESS CONTROL

A line located in that portion of the Northwest Quarter of Section 21, Township 28 South, Range 1 East, of the 6th P.M., in the City of Wichita, Sedgwick County, Kansas, described as follows:

Commencing at the Northeast corner of said Northwest Quarter; thence S89°31'13"W along the North line of said Northwest Quarter, a distance of 861.55 feet; thence S00°28'47"E, a distance of 187.24 feet to a point on the South right of way line of 47TH Street South; thence N72°40'54"W along said South right of way line, a distance of 137.91 feet to a point on the East line of the Riverside Drainage Canal; thence S07°58'18"E along said East line, a distance of 62.76 feet to the true point of beginning

First Course: thence N80°15'50"E, a distance of 124.75 feet.

[illegible]

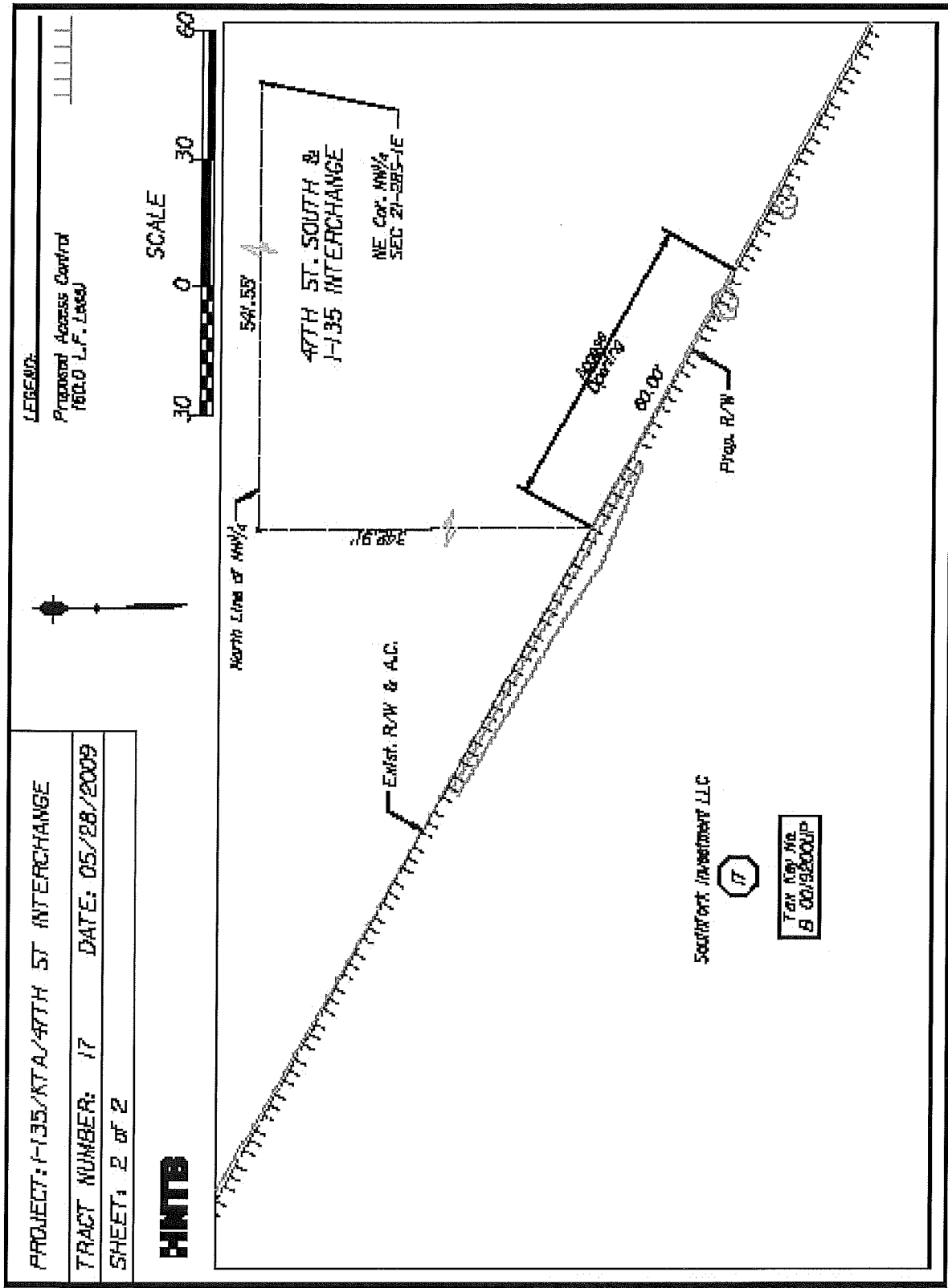
## EXHIBIT D

### Access Opening

An opening for ingress and egress solely to 47TH Street South over, under, along and across that portion of the Northwest Quarter of Section 21, Township 28 South, Range 1 East, in the City of Wichita, Sedgwick County, Kansas, described as follows:

Commencing at the Northeast corner of said Northwest Quarter; thence S89°31'13"W along the North line of said Northwest Quarter, a distance of 541.55 feet; thence S00°28'47"E, a distance of 342.91 feet to a point on the South right of way line of said 47TH Street South, said point being the True Point of Beginning; thence Southeasterly along said South right of way line, a distance of 60.00 feet.

# EXHIBIT E





**City of Wichita  
City Council Meeting  
August 4, 2009**

**TO:** Mayor and City Council

**SUBJECT:** Easement Encroachment Agreement (District II)

**INITIATED BY:** Water Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve the Utility Easement Encroachment Agreement.

**Analysis:** The Agreement allows QuikTrip West, Inc. to occupy and construct two signs within a 20-foot Utility Easement in Reed Commercial Addition, located at the southeast corner of 21<sup>st</sup> Street North and 127<sup>th</sup> Street East, hereinafter referred to as Tract "A" and waives all rights of action in law arising out of the encroachment into the easement. The Agreement allows the City to be held harmless from any and all claims resulting from leaking, cave-in or failure of a sewer main lying within Tract "A" and from claims resulting from replacement or upgrade of lines, manholes, and/or other Department property in the easement.

**Goal:** The Easement Encroachment Agreement is necessary to ensure efficient infrastructure by maintaining and protecting the sanitary sewer system.

**Financial Considerations:** There are no financial considerations.

**Legal Considerations:** The Law Department has reviewed the Easement Encroachment Agreement and approved it as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

**Attachments:** Hold Harmless Agreement for Quik Trip West, Inc.

**AFTER RECORDING RETURN TO:**

Ron H. Hamden  
Triplett, Woolf & Garretson, LLC  
2959 N. Rock Road, Suite 300  
Wichita, KS 67226

**HOLD HARMLESS AGREEMENT**

THIS AGREEMENT made this 16<sup>TH</sup> day July, 2009, by and between THE CITY OF WICHITA, KANSAS, hereinafter called "City" and QUIKTRIP WEST INCORPORATED hereinafter called "QT"

**WITNESSETH:**

Whereas, pursuant to a Lease with Venture Seven Development, LLC ("Owner"), QT is the lessee of land in Sedgwick County, Kansas, legally described as follows ("Leased Premises"):

A tract of land being a portion of Lots 2 and 3 in Block 1, Reed Commercial Addition, an addition to Wichita, Sedgwick County, Kansas being located in the Northwest One-Quarter of Section 11, Township 27 South, Range 2 East of the 6th Principal Meridian, being more particularly described as follows:

BEGINNING at the Northwest corner of Lot 3, Block 1, Reed Commercial Addition; thence on a platted bearing of N88°33'26"E, along the north line of said Lot 3, a distance of 175.00 feet; thence continuing along the northerly line of said Lot 3, N80°01'35"E, a distance of 73.39, to the northeast corner of said Lot 3; thence S00°51'36" E, along the east line of said Lot 3, a distance of 285.74 feet to a point on the east line of Lot 2, Block 1 of said Reed Commercial Addition; thence west parallel with the north line of said Lot 3, S88°33'26"W, a distance of 262.47 feet, to a point on the west line of said Lot 2, thence along said west line N07°40'15"E, a distance of 101.12 feet; thence along the west line of said Lot 3, N00°51'36"W, a distance of 175.00 feet to the POINT OF BEGINNING.

Said tract of land contains 1.588 acres more or less.

Whereas, the public has been granted a utility easement twenty feet (20") in width on the north and west sides of the Leased Premises, abutting 21 Street North and 127<sup>th</sup> Street East in the Leased Premises;

Whereas, QT desires to construct two (2) signs (collectively, "Signs"; singularly, "Sign") over the two (2) areas within the utility easement referenced above and as shown on Exhibit A attached hereto, which areas for the Signs are hereinafter referred to as "Tracts A and B" (see attached Exhibit A showing proposed locations for the Signs); and

Whereas, no utilities have been installed below Tracts A and B (collectively the "Tracts") by the City.

NOW THEREFORE, in consideration of the premises and the several mutual and reciprocal promises of the parties, it is agreed as follows:

- (1) The City hereby agrees to permit QT to occupy and construct the Signs on, over and across the Tracts.
- (2) QT agrees that it will not begin construction of the Signs, on, over and across the Tracts without first obtaining the City's approval of any and all plans and specifications for such Signs.
- (3) In the event that a sanitary sewer line, storm sewer line or other structure (collectively, "City Structure") is planned to be installed within the Tracts or requires repair and/or maintenance and the same construction or repair and/or maintenance is determined by the City to be impossible or impractical due to the presence of either or both of the Signs on the Tracts, QT shall be obligated at its option, to either (a) pay the costs to replace that portion of the City Structure within the Tracts; (b) remove whichever of the Signs so affects the City Structure and clear the Tracts; or (c) pay the costs of tunneling under the Sign so affecting the City Structure to permit installation, repair and/or maintenance of the City Structure.
- (4) QT agrees to protect and indemnify the City and adjacent property owners against any increased cost that may accrue to them due to the necessity of construction of a City Structure a greater distance to avoid connecting beneath the Signs built on, over and across the Tracts.
- (5) QT agrees to indemnify and hold harmless the City from any and all claims for personal injury and/or property damage resulting from the leaking, cave-in or failure of a City Structure within the Tracts and which injury and/or damage is caused by the presence of the Signs in the Tracts. If a City Structure is hereafter constructed within the Tracts, QT hereby releases the City from any and all claims that it might have for property damage to the Signs caused by work performed by the City, or its employees, agents and contractors, in connection with the inspection, repair and/or maintenance of the City Structure within the Tracts.
- (6) QT agrees to remove the Signs, including the bases and footings thereof, from the Tracts prior to the termination of the Lease with Owner.
- (7) This Agreement may be terminated by the City upon failure of QT to substantially comply with the terms of this Agreement; provided, the City may not terminate this Agreement unless it shall have given QT written notice specifying such noncompliance and QT shall have failed to substantially cure such noncompliance within the thirty (30) day period following its receipt of such notice.
- (8) The provisions contained herein are to be construed as covenants running with successor lessees under the Lease, so long as the Signs, or either of them, are in existence on the Tracts.
- (9) This document creates a non-exclusive interest in real property and is not a construction contract governed by K.S.A. 16-121 as amended.

*[Signature pages follow.]*

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names the day and year first above written.

QT

QuikTrip West Incorporated

By: [Signature]  
Rodney Loyd, Vice President

STATE OF Oklahoma, Tulsa COUNTY, ss:

BE IT REMEMBERED, that on this 16 day of July, 2009, before me, a Notary Public, in and for said county and state, came Rodney Loyd, Vice President of QuikTrip West Incorporated, to me personally known to be the same person(s) who executed the within and foregoing instrument and duly acknowledged the execution of the same as the authorized act and deed of the Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written.

Melissa Callahan  
Notary Public  
My Commission Expires: 5/3/11



CITY OF WICHITA, KANSAS

By \_\_\_\_\_  
Carl Brewer, Mayor

City

ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, a Notary Public, in and fore said county and state, came, Carl Brewer, Mayor of the City of Wichita, Kansas, to me personally known to be the same person who executed the within and foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Approved as to Form


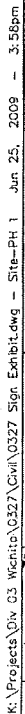
  
\_\_\_\_\_  
Director of Law

EXHIBIT A  
QUIKTRIP SIGN LOCATION EXHIBIT



**CITY OF WICHITA**  
**City Council Meeting**  
August 4, 2009

**TO:** Mayor and City Council Members

**SUBJECT:** Acquisition by Eminent Domain of Easements for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (District III)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

---

**Recommendation:** Adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real properties.

**Background:** In 2007 the City of Wichita and Sedgwick County entered into an agreement with FEMA whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meets FEMA standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such segment is located east of Hydraulic in approximately the 6000 block south.

**Analysis:** The project requires permanent easements across the back of five properties. The easements will impact some site trees and interior fencing but no structures are located within the easement areas. Offers have been made on all tracts and negotiations are underway but due to the timing of the project, it is necessary to initiate eminent domain at this time. Staff will continue to negotiate with the owners and, as agreements are reached, tracts will be deleted from the eminent domain action.

**Financial Considerations:** The cost of these acquisitions will be paid for with general obligation bonds.

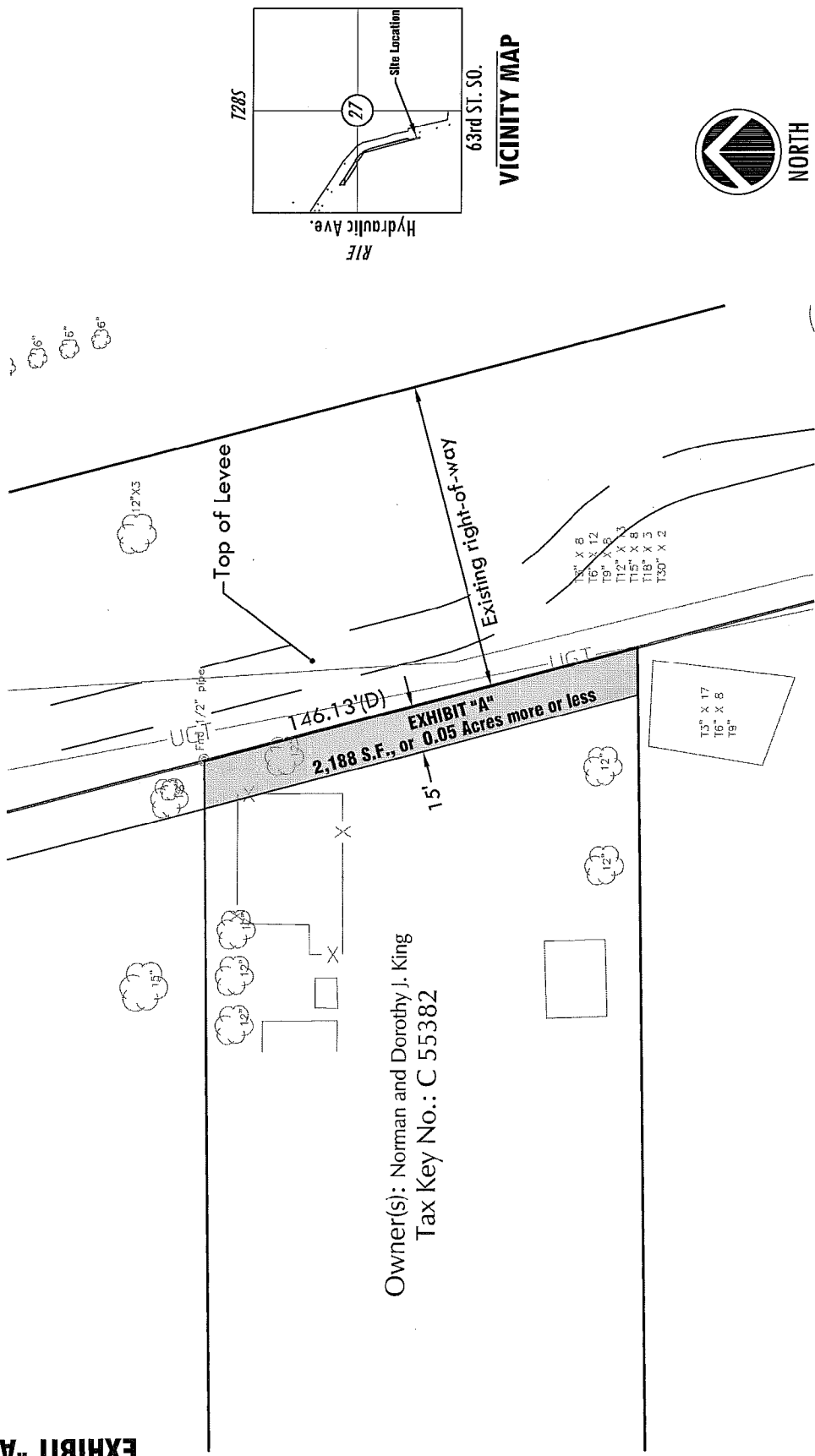
**Goal Impact:** The acquisition of this parcel is necessary to ensure efficient infrastructure by improving storm water issues in a major residential area.

**Legal Considerations:** The City is authorized by law to commence eminent domain proceedings to acquire this property.

**Recommendation/Action:** Adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real property and directing the City Attorney to file the appropriate proceedings in the District court to accomplish such acquisition.

**Attachments:** Tract maps, condemnation resolution and condemnation ordinance.

**EXHIBIT "A"**



Owner(s): Norman and Dorothy J. King  
Tax Key No.: C 55382

*This tract exhibit does not constitute a boundary survey.*

## DESCRIPTION OF "Floodway Right-of-Way"

A tract of land for a Floodway Right of Way, lying in a portion of Lot 9, Block B, Orchard View Addition, Sedgewick County, Kansas, said tract being further described as follows:

The east 15 feet of Lot 9, Block B, Orchard View Addition, Sedgwick County, Kansas

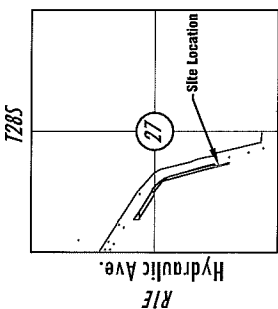
Said tract of land contains 2,188 square feet or 0.05 acres, more or less.

**MKEC**  
ENGINEERING  
CONSULTANTS, INC.  
411 N. WEBB ROAD  
WICHITA, KS. 67206  
316-684-9600  
www.mkec.com

**P1**

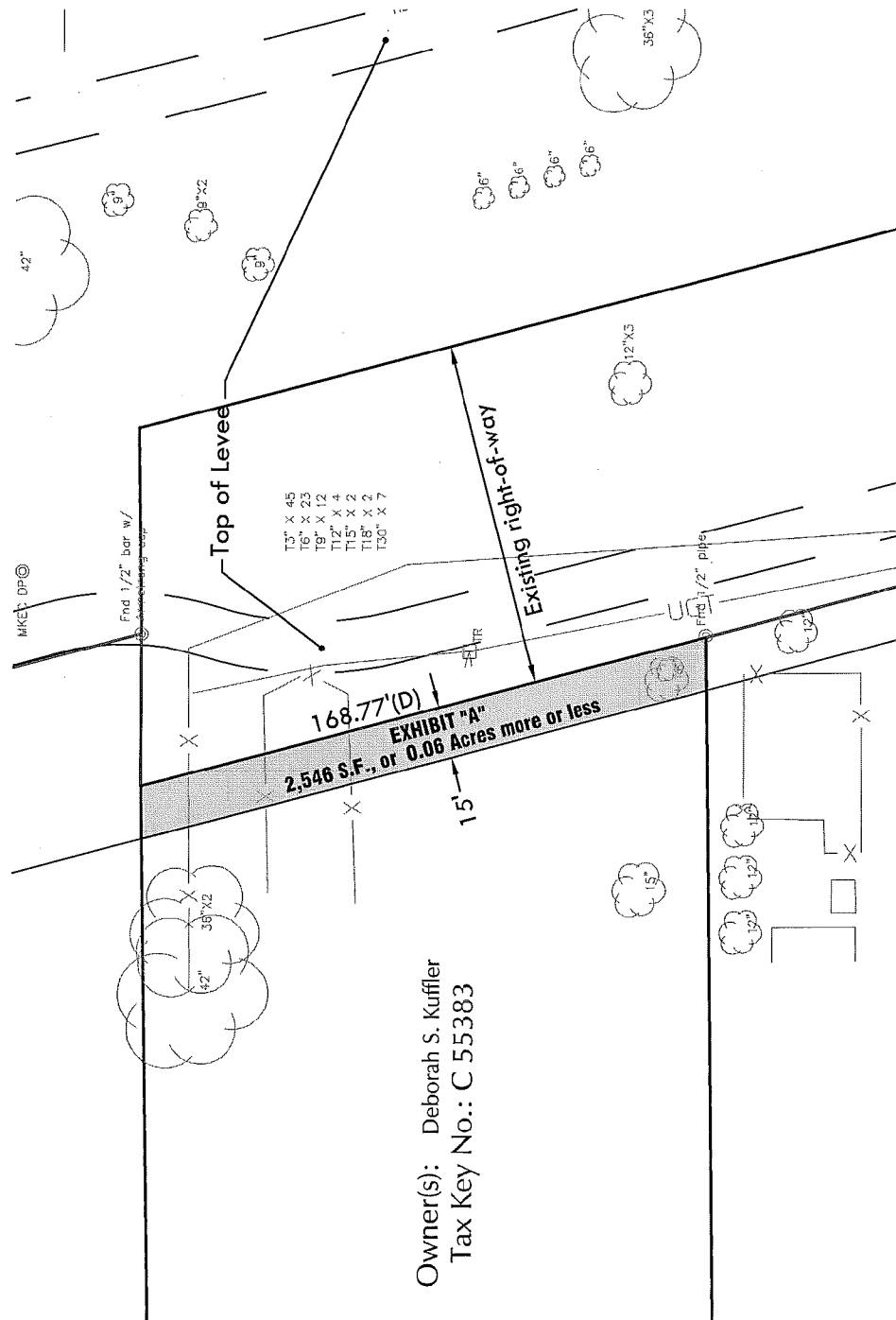


**EXHIBIT "A"**

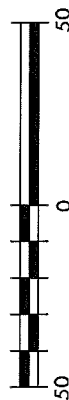


**63rd ST. SO.**

## VICINITY MAP



Owner(s): Deborah S. Kuffler  
Tax Key No.: C 55383



**D = Described from Record**

***This tract exhibit does not constitute a boundary survey.***

## DESCRIPTION OF "Floodway Right-of-Way"

A tract of land for a Floodway Right of Way, lying in a portion of Lot 10, Block B, Orchard View Addition, Sedgwick County, Kansas, said tract being further described as follows:

The east 15 feet of Lot 10, Block B, Orchard View Addition, Sedgwick County, Kansas

Said tract of land contains 2,546 square feet or 0.06 acres, more or less.

**MKEC**  
ENGINEERING  
CONSULTANTS, INC.

411 N. WEBB ROAD  
WICHITA, KS. 67206  
316-684-9600  
www.mkec.com

**PROJECT - 07866    Prepared: May, 2009**  
**28009 Wichita Valley Center Local Flood Protection Project**

# EXHIBIT "A"

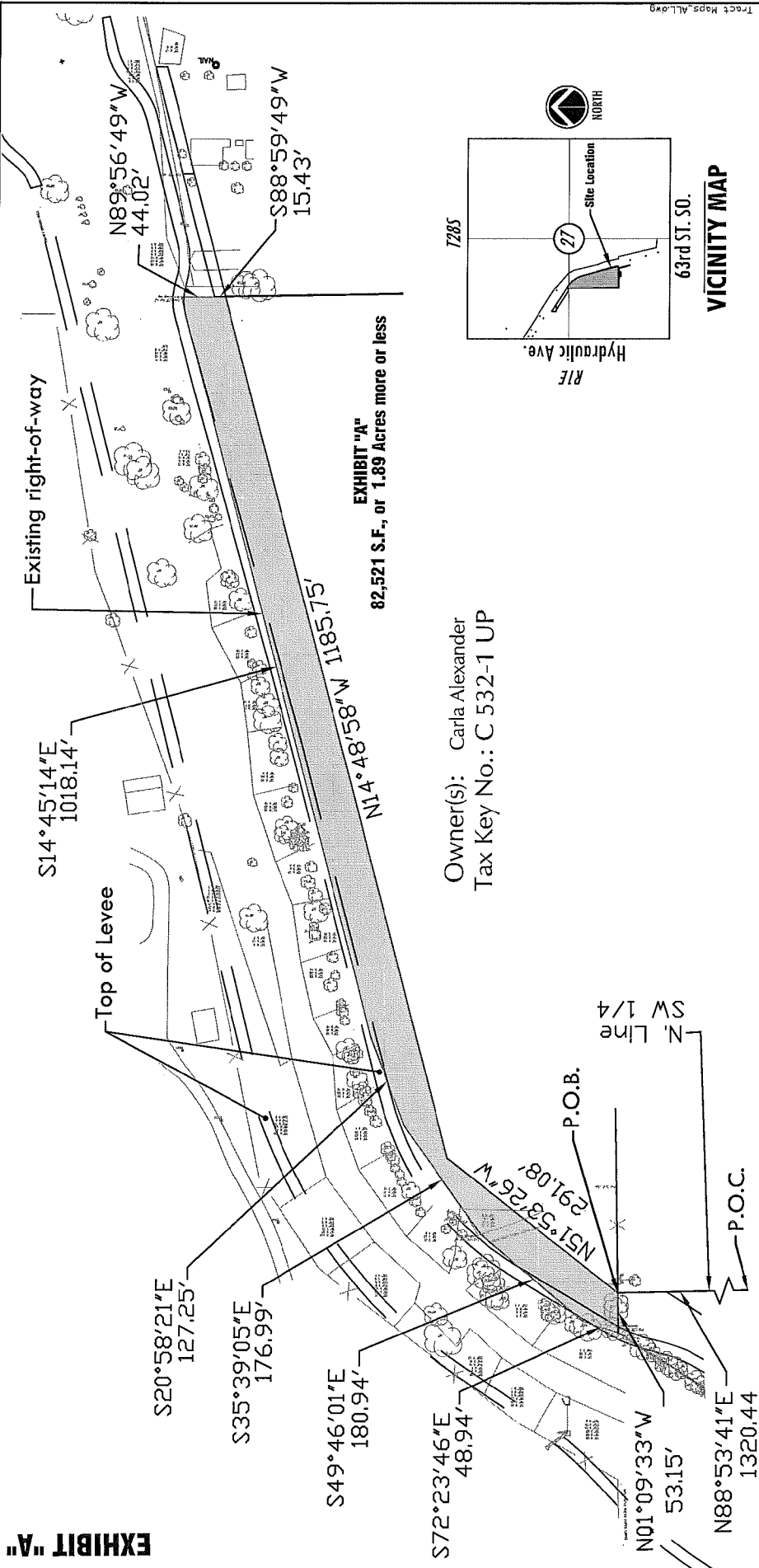
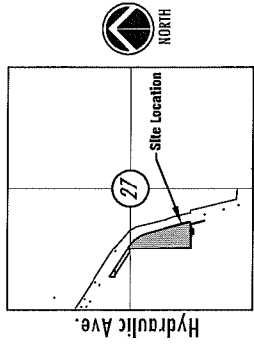


EXHIBIT "A"  
82,521 S.F., or 1.89 Acres more or less

Owner(s): Carla Alexander  
Tax Key No.: C 532-1 UP

## VICINITY MAP

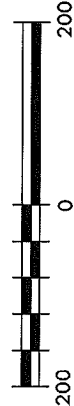


## DESCRIPTION OF "Floodway Right-of-Way"

A tract of land for Floodway Right of Way lying in a portion of the Southeast Quarter of the Northwest Quarter and a portion of the Northeast Quarter of the Southwest Quarter of Section 27, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, being more particularly described as follows:

**COMMENCING** at the Northwest corner of said Southwest Quarter Section 27; thence along the north line of said Northwest Quarter on a Kansas coordinate system 1983 south zone bearing of N88°53'41"E, 1320.44 feet to the **POINT OF BEGINNING**; said point being the northwest corner of the Northeast Quarter of said Southwest Quarter; thence along the west line of said Southwest Quarter of the Northwest Quarter N01°09'33"W, 53.15 feet to the west line of existing Flood Control right of way as described in District Court Case A-48670; thence along the existing Flood Control right of way for the following six courses, 1) thence S72°23'46"E, 48.94 feet; 2) thence S49°46'01"E, 180.94 feet; 3) thence S35°39'05"E, 176.99 feet; 4) thence S20°58'21"E, 127.25 feet; 5) thence S14°45'14"E, 1018.14 feet; 6) thence N88°59'49"W, 15.43 feet; thence along the north line of Orchard View Addition an Addition to Sedgwick County, Kansas S88°59'49"W, 15.43 feet; thence N14°48'58"W, 1185.75 feet; thence N51°53'26"W, 291.08 feet to the **POINT OF BEGINNING**.

Said tract of land contains 82,521 square feet or 1.89 acres, more or less



This tract exhibit does not constitute a boundary survey.

## EXHIBIT "A"

TITLE  
**TRACT Map - C 532-1 UP**

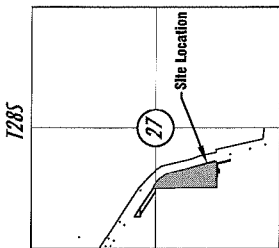
Carla Alexander

SHEET NAME  
**Levee P - WVLFPF**

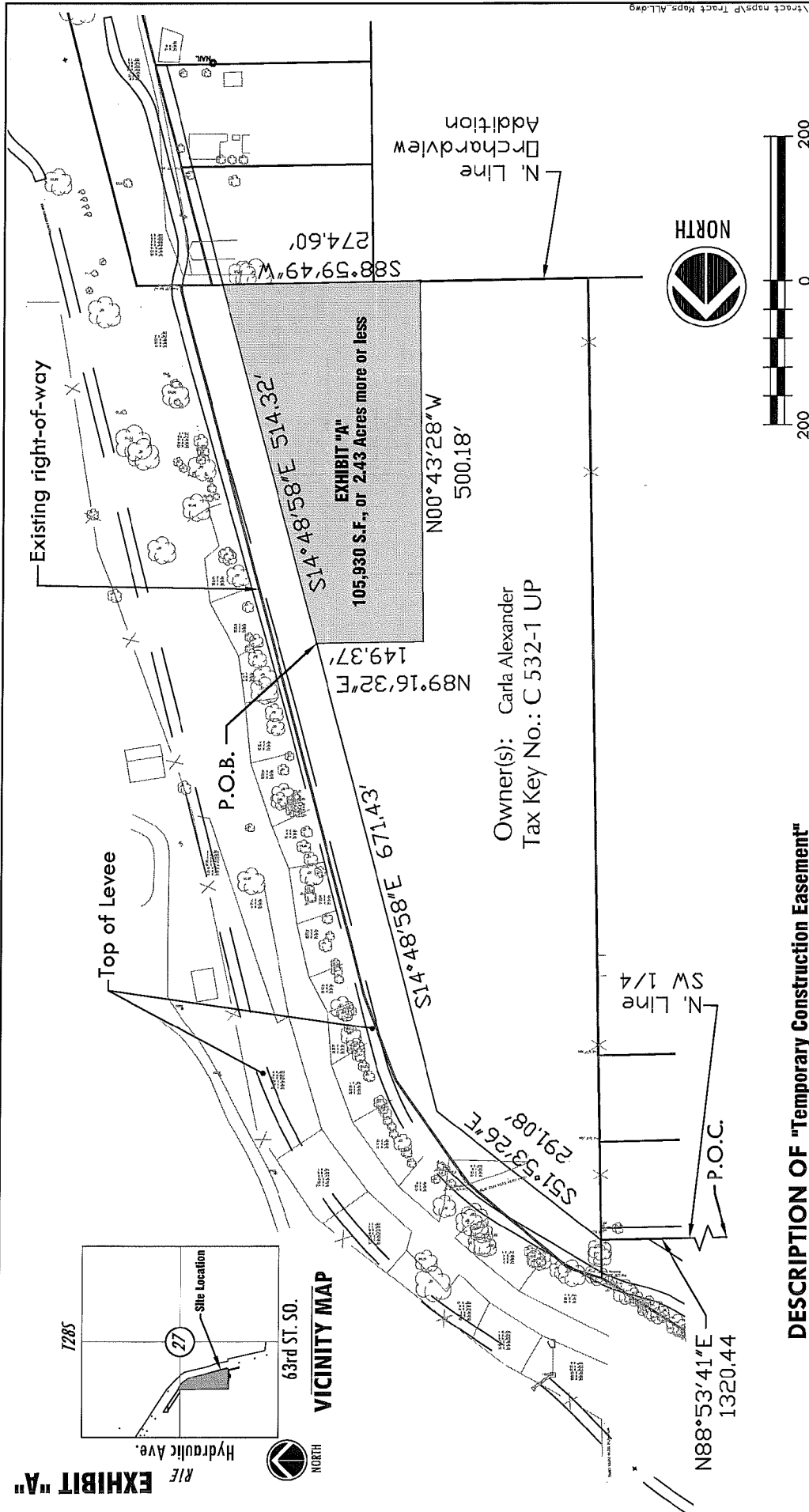
**MKEC**  
ENGINEERING  
CONSULTANTS, INC.  
411 N. WEBB ROAD  
WICHITA, KS. 67206  
316-684-9600  
www.mkecc.com

PROJECT - 07944  
2009 Wichita Valley Center Local Flood Protection Project

# EXHIBIT "A"



## VICINITY MAP



## DESCRIPTION OF "Temporary Construction Easement"

A tract of land for Temporary Construction Easement lying in a portion of the Northeast Quarter of the Southwest Quarter of Section 27, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, being more particularly described as follows:

**COMMENCING** at the Northwest corner of said Southwest Quarter Section 27; thence along the north line of said Southwest Quarter on a Kansas coordinate system 1983 south zone bearing of N88°53'41"E, 1320.44 feet; thence S51°53'26"E, 291.08 feet; thence S14°48'58"E, 671.43 feet to the **POINT OF BEGINNING**; thence S14°48'58"E, 514.32 feet to the north line of Orchard View Addition an Addition to Sedgwick County, Kansas; thence along the north line of said Orchard View Addition S88°59'49"W, 274.60 feet; thence N00°43'28"W, 500.18 feet; thence N89°16'32"E, 149.37 feet to the **POINT OF BEGINNING**.

Said tract of land contains 105,930 square feet or 2.43 acres, more or less.

This tract exhibit does not constitute a boundary survey.



## EXHIBIT "A"

TITLE  
TRACT Map - C 532-1 UP

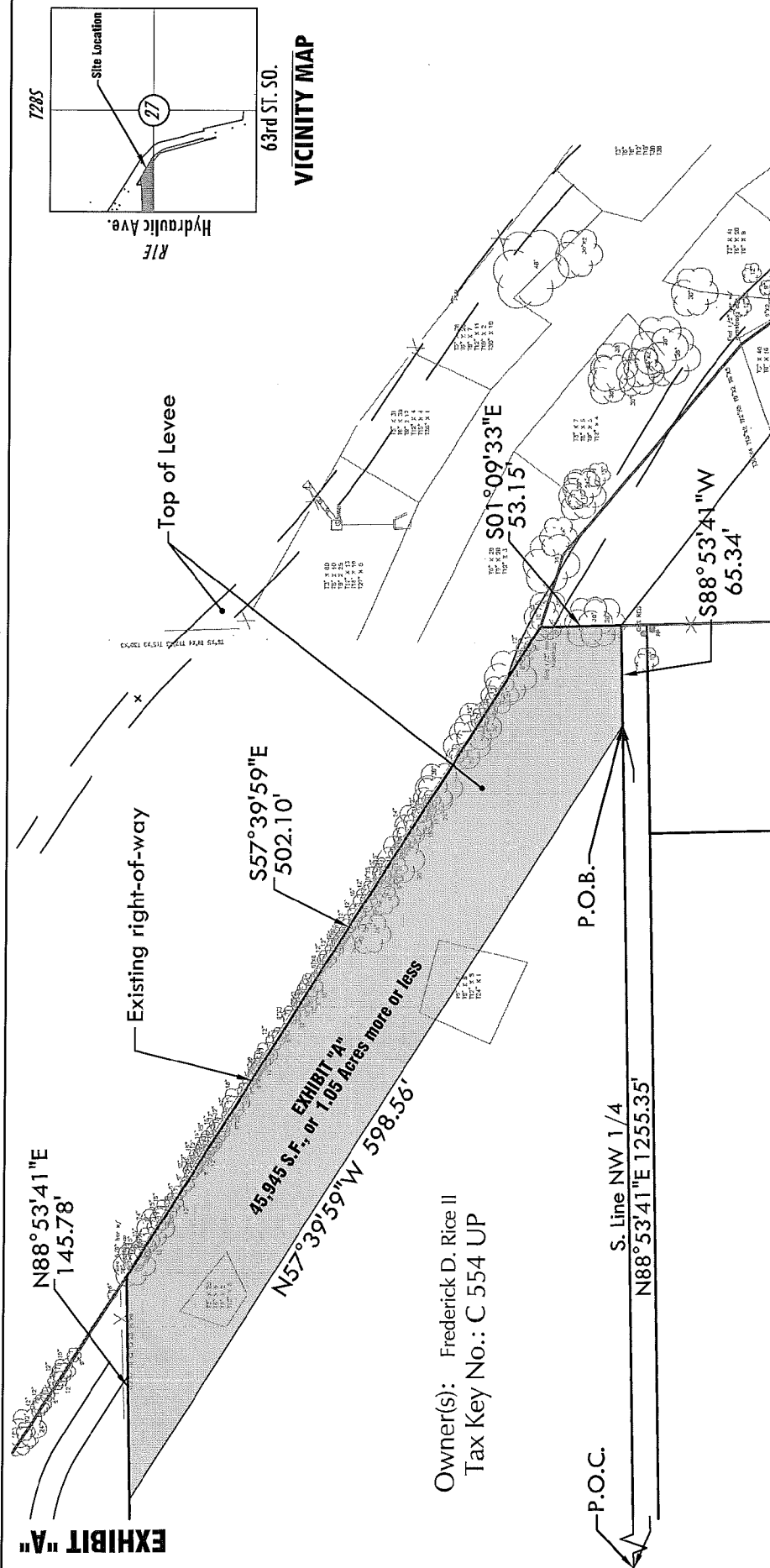
Carla Alexander

SHEET NAME

Levee P - WVLEPP

411 N. WEBB ROAD  
WICHITA, KS. 67206  
316-684-9600  
www.mkec.com

PROJECT - 07044  
2009 Wichita Valley Center Local Flood Protection Project



### DESCRIPTION OF "Floodway Right-of-Way"

A tract of land for Floodway Right of Way lying in a portion of the Southwest Quarter of the Northwest Quarter of Section 27, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, being more particularly described as follows:

**COMMENCING** at the Southwest corner of said Northwest Quarter Section 27; thence along the south line of said Northwest Quarter on a Kansas coordinate system 1983 south zone bearing of N88°53'41"E, 1255.35 feet to the **POINT OF BEGINNING**; thence N57°39'59"W, 598.56 feet to the north line of the south 10 acres of said Southwest Quarter; thence along said north line N88°53'41"E, 145.78 feet to the west line of existing Flood Control right of way as described in District Court Case 72947; thence along the existing Flood Control right of way, S57°39'59"E, 502.10 feet to the east line of said Southwest Quarter of Northwest Quarter; thence along said east line S01°09'33"E, 53.15 feet to the south line of said Northwest Quarter; thence along said south line S88°53'41"W, 65.34 feet, to the **POINT OF BEGINNING**.

Said tract of land contains 45,945 square feet or 1.05 acres, more or less.

**MKEC**  
ENGINEERING  
CONSULTANTS, INC.

411 N. WEBB ROAD  
WICHITA, KS. 67206  
316 - 684 - 9600  
www.mkec.com

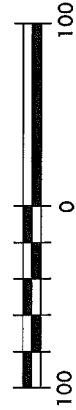
### EXHIBIT "A"

TITLE  
**TRACT Map - C 554 UP**  
**Frederick D. Rice II**

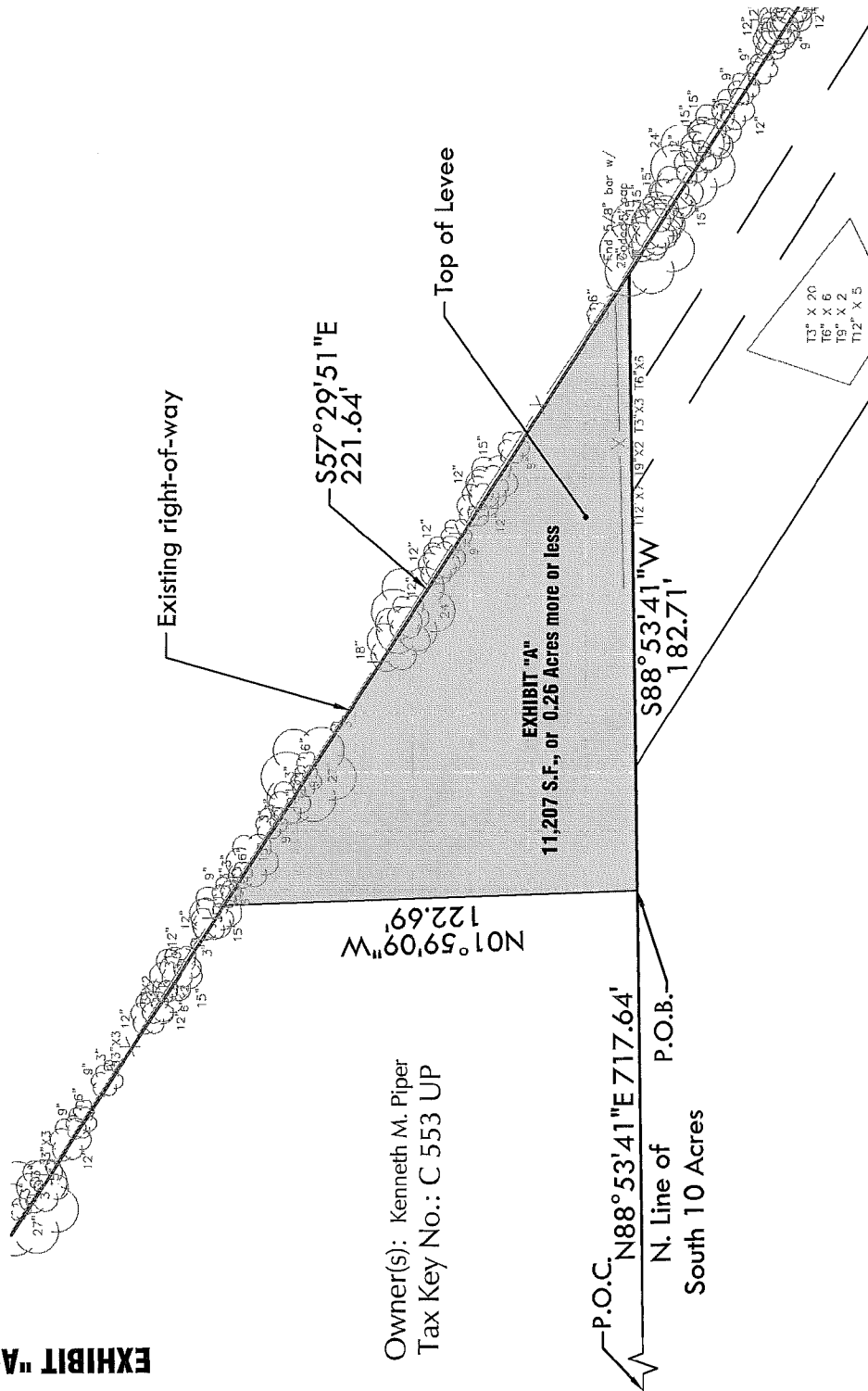
SHEET NAME  
**Levee P - WVLEPP**

PROJECT - 07844 Prepared: May, 2009  
8809 Wichita Valley Center Local Flood Protection Project

This tract exhibit does not constitute a boundary survey.

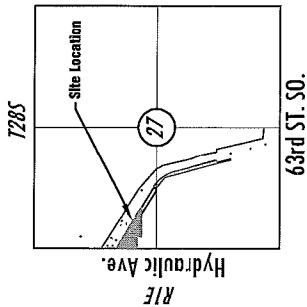


# EXHIBIT "A"



Owner(s): Kenneth M. Piper  
Tax Key No.: C 553 UP

## VICINITY MAP



## DESCRIPTION OF "Floodway Right-of-Way"

A tract of land for Floodway Right of Way lying in a portion of the Southwest Quarter of the Northwest Quarter of Section 27, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, being more particularly described as follows:

**COMMENCING** at the Northwest corner of the south 10 acres of said Northwest Quarter Section 27; thence along the north line of said south 10 acres, parallel with the south line of said Northwest Quarter on a Kansas coordinate system 1983 south zone bearing  $N 88^{\circ} 53' 41'' E$ , 717.64 feet to the **POINT OF BEGINNING**; thence  $N 01^{\circ} 59' 09'' W$ , 122.69 feet to the southwesterly line of existing Riverside Drainage District in deed at Film 567, Page 682; thence along the existing Riverside Drainage right of way,  $S 57^{\circ} 29' 51'' E$ , 221.64 feet to the north line of said south 10 acres: thence along said north line  $S 88^{\circ} 53' 41'' W$ , 182.71 feet, to the **POINT OF BEGINNING**.

Said tract of land contains 11,207 square feet or 0.26 acres, more or less.

This tract exhibit does not constitute a boundary survey.

## EXHIBIT "A"

TITLE  
TRACT Map - C 553 UP  
Kenneth M. Piper

SHEET NAME  
Levee P - WVLFPP

MKEC  
ENGINEERING  
CONSULTANTS, INC.  
411 N. WEBB ROAD  
WICHITA, KS. 67206  
316-684-9600  
www.mkec.com

PROJECT - 07866 Prepared: May, 2009  
2009 Wichita Valley Center Local Flood Protection Project

P5

ORDINANCE NO. 48-403

AN ORDINANCE PROVIDING FOR THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN PRIVATE PROPERTY, EASEMENTS AND RIGHT-OF-WAY THEREIN, FOR THE PURPOSE OF ACQUIRING REAL PROPERTY FOR THE WICHITA-VALLEY CENTER FLOOD CONTROL LEVEE CERTIFICATION AND REHABILITATION PROJECT IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS; DESIGNATING THE LANDS REQUIRED FOR SUCH PURPOSES AND DIRECTING THE CITY ATTORNEY TO FILE A PETITION IN THE DISTRICT COURT OF SEDGWICK COUNTY, KANSAS, FOR ACQUISITION OF THE LANDS AND EASEMENTS THEREIN TAKEN AND PROVIDING FOR PAYMENT OF THE COST THEREOF.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That it be and is hereby declared to be a public necessity to acquire by eminent domain proceedings for the purpose of public right-of-way for the certification and rehabilitation of the Wichita-Valley Center Flood Control Levee system in the City of Wichita, Sedgwick County, Kansas, the lands and easements hereinafter described in Section 2.

SECTION 2. That the description of the lands and title therein necessary for the purpose of such action is as follows:

Clear and complete title for the uses and purposes herein set forth in and to the following-described tracts, to-wit:

A permanent easement for floodway right of way over a tract of land lying in a portion of Lot 9, Block B, Orchard View Addition, Sedgwick County, Kansas, said tract being further described as follows:

The east 15 feet of Lot 9, Block B, Orchard View Addition, Sedgwick County, Kansas  
and

A permanent easement for floodway right of way over a tract of land lying in a portion of Lot 10, Block B, Orchard View Addition, Sedgwick County, Kansas, said tract being further described as follows:

The east 15 feet of Lot 10, Block B, Orchard View Addition, Sedgwick County, Kansas  
and

A permanent easement for floodway right of way over a tract of land lying in a portion of the Southeast Quarter of the Northwest Quarter and a portion of the Northeast Quarter of the Southwest Quarter of Section 27, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, being more particularly described as follows:

**COMMENCING** at the Northwest corner of said Southwest Quarter Section 27; thence along the north line of said Northwest Quarter on a Kansas coordinate system 1983 south zone bearing of N88°53'41"E, 1320.44 feet to the **POINT OF BEGINNING**; said point being the northwest corner of the Northeast Quarter of said Southwest Quarter; thence along the west line of said Southeast Quarter of the Northwest Quarter N01°09'33"W, 53.15 feet to the west line of existing Flood Control right of way as described in District Court Case A-48670; thence along the existing Flood Control right of way for the following six courses, 1) thence S72°23'46"E, 48.94 feet; 2) thence S49°46'01"E, 180.94 feet; 3) thence S35°39'05"E, 176.99 feet; 4) thence S20°58'21"E, 127.25 feet; 5) thence S14°45'14"E, 1018.14 feet; 6) thence N89°56'49"W, 44.02 feet; thence along the north line of Orchard View Addition an Addition to Sedgwick County, Kansas S88°59'49"W, 15.43 feet; thence N14°48'58"W, 1185.75 feet; thence N51°53'26"W, 291.08 feet to the **POINT OF BEGINNING** and

A permanent easement for floodway right of way over a tract of land lying in a portion of the Southwest Quarter of the Northwest Quarter of Section 27, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, being more particularly described as follows:

**COMMENCING** at the Southwest corner of said Northwest Quarter Section 27; thence along the south line of said Northwest Quarter on a Kansas coordinate system 1983 south zone bearing of N88°53'41"E, 1255.35 feet to the **POINT OF BEGINNING**; thence N57°39'59"W, 598.56 feet to the north line of the south 10 acres of said Southwest Quarter; thence along said north line N88°53'41"E, 145.78 feet to the west line of existing Flood Control right of way as described in District Court Case 72947; thence along the existing Flood Control right of way, S57°39'59"E, 502.10 feet to the east line of said Southwest Quarter of Northwest Quarter: thence along said east line S01°09'33"E, 53.15 feet to the south line of said Northwest Quarter; thence along said south line S88°53'41"W, 65.34 feet, to the **POINT OF BEGINNING** and

A permanent easement for floodway right of way over a tract of land lying in a portion of the Southwest Quarter of the Northwest Quarter of Section 27, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, being more particularly described as follows:

**COMMENCING** at the Northwest corner of the south 10 acres of said Northwest Quarter Section 27; thence along the north line of said south 10 acres, parallel with the south line of said Northwest Quarter on a Kansas coordinate system 1983 south zone bearing N88°53'41"E, 717.64 feet to the **POINT OF BEGINNING**; thence N01°59'09"W, 122.69 feet to the southwesterly line of existing Riverside Drainage District in deed at Film 567, Page 682; thence along the existing Riverside Drainage right of way, S57°29'51"E, 221.64 feet to the north line of said south 10 acres: thence along said north line S88°53'41"W, 182.71 feet, to the **POINT OF BEGINNING**.

Temporary Easements for the uses and purposed herein set forth in and to the following-described tracts, to-wit:

A tract of land lying in a portion of the Northeast Quarter of the Southwest Quarter of Section 27, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, being more particularly described as follows:

**COMMENCING** at the Northwest corner of said Southwest Quarter Section 27; thence along the north line of said Southwest Quarter on a Kansas coordinate system 1983 south zone bearing of N88°53'41"E, 1320.44 feet; thence S51°53'26"E, 291.08 feet; thence S14°48'58"E, 671.43 feet to the **POINT OF BEGINNING**; thence S14°48'58"E, 514.32 feet to the north line of Orchard View Addition an Addition to Sedgwick County, Kansas; thence along the north line of said Orchard View Addition S88°59'49"W, 274.60 feet; thence N00°43'28"W, 500.18 feet; thence N89°16'32"E, 149.37 feet to the **POINT OF BEGINNING**.

SECTION 3. That the City Attorney is hereby authorized and directed to commence proceedings in eminent domain in the District Court of Sedgwick County, Kansas, for the appropriation of said lands and determination of the compensation to be awarded for the taking thereof.

SECTION 4. That the costs of said acquisition when ascertained shall be paid from General Obligation Bonds to be issued for the costs of such improvements; PROVIDED, however, should the City of Wichita acquire said property (and said City hereby reserves its right to abandon the condemnation as to any of all tracts) that General Funds are available for said purpose as provided by law.

SECTION 5. That the costs of said acquisition shall be charged to the City of Wichita

SECTION 6. That this Ordinance shall take effect and be in force from and after its passage and publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 11th day of, August 2009.

**CITY OF WICHITA**

---

Carl Brewer, Mayor

**ATTEST:**

---

Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

---

Gary E. Rebenstorf, Director of Law



PUBLISHED IN THE WICHITA EAGLE ON \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION DECLARING THE NECESSITY FOR ACQUIRING PRIVATE PROPERTY FOR THE USE OF THE CITY OF WICHITA IN CONNECTION WITH THE WICHITA-VALLEY CENTER FLOOD CONTROL LEVEE CERTIFICATION AND REHABILITATION PROJECT.

WHEREAS, the governing body has previously authorized the study and the design of certain improvements and rehabilitation to the flood control levee system in the Wichita area; and

WHEREAS, such study and preliminary design has identified the need to acquire several parcels of private property in order to properly complete such improvements; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS;

SECTION 1. The governing body hereby declares it to be necessary to acquire certain private property in connection with certification and rehabilitation of the Wichita-Valley Center Flood Control Levee system..

SECTION 2. The City Engineer is directed to make or cause to be made a survey and description of the lands and/or interests to be acquired and to have such survey and description filed with the City Clerk.

SECTION 3. That this Resolution shall take effect and be in force from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_\_ day \_\_of, \_\_\_\_\_ 2009.

**CITY OF WICHITA**

\_\_\_\_\_  
Carl Brewer, Mayor

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

---

Gary E. Rebenstorf, Director of Law

**CITY OF WICHITA**  
**City Council Meeting**  
August 4, 2009

**TO:** Mayor and City Council Members

**SUBJECT:** Acquisition by Eminent Domain of a portion of 3432 and 3426 West 8<sup>th</sup> Street and 804 North Custer for the 9<sup>th</sup> Street Drainage Outfall Project (District VI)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

---

**Recommendation:** Adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real properties.

**Background:** The 9<sup>th</sup> Street Drainage Outfall project will provide additional storm water drainage for the area bounded by West Street, Central, 13<sup>th</sup> Street and McLean. The project requires the acquisition of easements over seventeen tracts. There are three parcels remaining on this project. 3432 and 3426 West 8<sup>th</sup> Street consists of two parcels but function as one economic unit. The improvements on 3432 West 8<sup>th</sup> include a 1,692 square foot single-family residence and outbuildings on a 41,480 square foot lot. A 3,783 square foot permanent easement and a 3,938 square foot temporary easement are required. 804 North Custer is improved with a 1,549 square foot single-family residence and on a 40,075 square foot lot. Three, large mature trees and the west 200 feet of fence are impacted by the 5,200 square foot temporary easement.

**Analysis:** The ownership of 3432 and 3426 West 8<sup>th</sup> is held in a trust. The owner accepted the appraised offer of \$13,100 (\$6,000 for the permanent easement or \$1.58 per square foot, \$200 for the temporary construction easement or \$0.05 per square foot, \$800 for fencing and \$6,100 for landscaping and trees). The property is held in a trust. Attempts to obtain the trust have been unsuccessful. Without the trust, actual ownership cannot be determined. To get clear title will require an eminent domain action. If the trust is obtained, this tract will be acquired through normal acquisition processes.

The owner of 804 North Custer rejected an estimated market offer of \$6,010 (\$250 for the temporary easement or \$0.05 per square foot and \$5,760 for fencing). A counter offer of \$12,505 was presented to the City and it consisted of \$250 for the temporary easement area, \$6,255 for replacing 260 feet of fencing and a gate and \$6,000 for 12 mature trees. The seller is seeking compensation for damages beyond the scope of the project. Due to project timing, eminent domain is necessary. Staff will continue to negotiate with the seller.

**Financial Considerations:** The cost of this acquisition is to be paid with general obligation bonds.

**Goal Impact:** The acquisition of this parcel is necessary to ensure efficient infrastructure by improving storm water issues in a major residential area.

**Legal Considerations:** The City is authorized by law to commence eminent domain proceedings to acquire this property.

**Recommendation/Action:** Adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real property and directing the City Attorney to file the appropriate proceedings in the District court to accomplish such acquisition.

**Attachments:** Tract maps/aerials and condemnation ordinance.

ORDINANCE NO. 48-404

AN ORDINANCE PROVIDING FOR THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN PRIVATE PROPERTY, EASEMENTS AND RIGHT-OF-WAY THEREIN, FOR THE PURPOSE OF ACQUIRING REAL PROPERTY FOR THE CONSTRUCTION OF THE 9<sup>TH</sup> STREET DRAINAGE OUTFALL PROJECT IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS; DESIGNATING THE LANDS REQUIRED FOR SUCH PURPOSES AND DIRECTING THE CITY ATTORNEY TO FILE A PETITION IN THE DISTRICT COURT OF SEDGWICK COUNTY, KANSAS, FOR ACQUISITION OF THE LANDS AND EASEMENTS THEREIN TAKEN AND PROVIDING FOR PAYMENT OF THE COST THEREOF.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That it be and is hereby declared to be a public necessity to acquire by eminent domain proceedings for the purpose of public right-of-way and easements for improvement of storm water drainage in the area of McLean Avenue, West Street, Central Avenue and 13<sup>th</sup> Street North in the City of Wichita, Sedgwick County, Kansas, the lands and easements hereinafter described in Section 2.

SECTION 2. That the description of the lands and title therein necessary for the purpose of such action is as follows:

Clear and complete title for the uses and purposes herein set forth in and to the following-described tracts, to-wit:

A permanent easement for the construction, maintenance, and repair of storm sewer and utility systems along and under the following described tract, to-wit:

The west 20 feet of Lot 23, Sunnyside Gardens, Sedgwick County, Kansas, except, the north 8 feet of thereof, and except the west 5 feet the south 97 feet of the north 100 feet, and except, the south 17 feet of the north 25 feet of the east 10 feet of the west 20 together with, the east 5 feet of the south 100 feet of Lot 24, Sunnyside Gardens, Sedgwick County, Kansas

And temporary construction easements for the construction of a storm sewer system and pavement along and under the following-described tracts, to-wit:

The east 20 feet of the west 40 feet of Lot 23, Sunnyside Garden, Sedgwick County,

Kansas, except, the north 8 feet of thereof.

The south 20 feet of Lot 108, Sim Park Gardens, Sedgwick County, Kansas.

SECTION 3. That the City Attorney is hereby authorized and directed to commence proceedings in eminent domain in the District Court of Sedgwick County, Kansas, for the appropriation of said lands and determination of the compensation to be awarded for the taking thereof.

SECTION 4. That the costs of said acquisition when ascertained shall be paid from General Obligation Bonds to be issued for the costs of such improvements; PROVIDED, however, should the City of Wichita acquire said property (and said City hereby reserves its right to abandon the condemnation as to any of all tracts) that General Funds are available for said purpose as provided by law.

SECTION 5. That the costs of said acquisition shall be charged to the City of Wichita

SECTION 6. That this Ordinance shall take effect and be in force from and after its passage and publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 11th day of, August 2009.

**CITY OF WICHITA, KS**

---

Carl Brewer, Mayor

**ATTEST:**

---

Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

---

Gary E. Rebenstorf, Director of Law



### LEGAL DESCRIPTIONS:

#### Right of Entry / Temporary Construction Easement:




The east 20.00 feet of the west 40.00 feet of Lot 23, Sunnyside Gardens, Sedgwick County, Kansas, EXCEPT, the north 8 feet of thereof.

#### Easement Area:

The west 20.00 feet of Lot 23, Sunnyside Gardens, Sedgwick County, Kansas, EXCEPT, the north 8 feet of thereof, AND EXCEPT the west 5.00 feet the south 97 feet of the north 100 feet, AND EXCEPT, the south 17 feet of the north 25 feet of the east 10.00 feet of the west 20.00, TOGETHER WITH,

The east 5.00 feet of the south 100 feet of Lot 24, Sunnyside Gardens, Sedgwick County, Kansas.

### LEGEND:

-  Temporary Construction Esmt. Area = 3,938 s.f.
-  Easement Area = 3,783 s.f.
-  Right of Way / Property line



50 0 50



### Owner:

Arthur E. Bybee Living Trust  
Arthur E. Bybee, trustee  
3432 W. 8th ST. N.  
Wichita, KS 67203

### Property Addresses:

3432 W. 8th ST. and 3426 W. 8th ST.

### Tax Key Property Identification:

D 10158 and D 10157

**MKEC**  
ENGINEERING  
CONSULTANTS, INC.

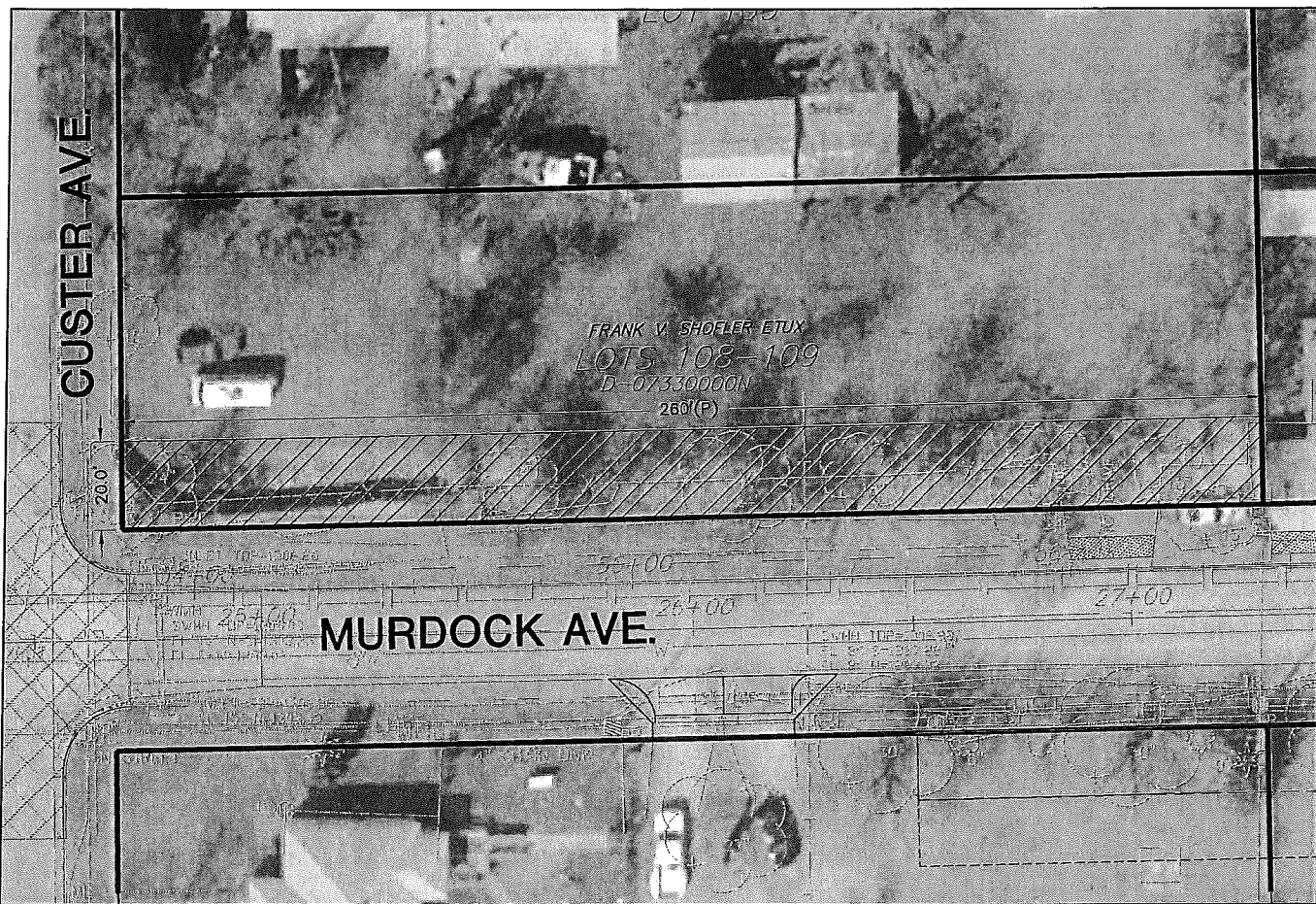
411 N. WEBB ROAD  
WICHITA, KS. 67206  
316 - 684 - 9600

West Street to Arkansas River  
9th Street Storm Sewer Outfall  
PROJECT NAME

TRACT MAP #14 - Easement Exhibit  
SHEET TITLE

JRA	BDL	JRA / JCM
DESIGN BY:	DRAWN BY:	CHECKED BY:
Dec. 2008	06205 v14	1 / 1
DATE	JOB NO.	SHEET/OF

✓






**LEGAL DESCRIPTION:**

**Right of Entry / Temporary Construction Easement:**

The south 20 feet of Lot 108, Sim Park Gardens,  
Sedgwick County, Kansas.



**LEGEND:**

-  Temporary Construction Esmt.  
Area = 5,200 s.f.
-  Easement Area = none
-  Right of Way / Property line



**Owner:**

Frank V. Shofler and Sharon Marie Shofler  
804 N. Custer  
Wichita, KS 67203

**Tax Key Property Identification:**

D 07330000N

**MKEC**  
ENGINEERING  
CONSULTANTS, INC.

411 N. WEBB ROAD  
WICHITA, KS. 67206  
316 - 684 - 9600

**West Street to Arkansas River  
9th Street Storm Sewer Outfall**  
PROJECT NAME

**TRACT MAP #8 - Easement Exhibit**  
SHEET TITLE

JRA DESIGN BY:	BDL DRAWN BY:	JRA / JCM CHECKED BY:
Dec. 2008 DATE	06205 v8 JOB NO.	1 / 1 SHEET/OF

**Second Reading Ordinances for August 4, 2009 (first read on July 21, 2009)**

**CHARTER ORDINANCE NO. 210**

A Charter Ordinance amending Section 9 of Charter Ordinance No. 202 of the code of the City of Wichita, Kansas relating to costs and witness fees in cases before the municipal court and the code of procedure; and repealing the original of said section.

**Second Reading Ordinances for August 4, 2009 (first read on July 28, 2009)**

SUB 2008-17 -- Plat of Eliot Second Addition located on the south side of MacArthur Road, west of Tyler Road. (District IV)

**ORDINANCE NO. 48-397**

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

SUB 2008-91 -- Plat of Turkey Creek Commercial Addition located on the northeast corner of Pawnee and 135th Street West. (District IV)

**ORDINANCE NO. 48-398**

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

DER 2009-05 -- Request for a Street Name Change from Foliage Court to Lakefront Circle located north of 13th Street North, west of Webb Road. (District II)

**ORDINANCE NO. 48-399**

An ordinance changing a street name from Foliage Ct. to Lakefront Cir.

A09-08 Request by Marie C. Eliot to annex lands generally located south of MacArthur Road and west of Tyler Road. (District IV)

**ORDINANCE NO. 48-400**

An ordinance including and incorporating certain blocks, parcels, pieces and tracts of land within the limits and boundaries of the City of Wichita, Kansas. (A09-08)



